

SOURCE	ONA
EFF.	960401
TERM.	980331
No. OF EMPLOYEES	40
NOMBRE D'EMPLOYÉS	40

COLLECTIVE AGREEMENT

between

**ALMONTE GENERAL HOSPITAL
(Hereinafter called the "Hospital")**

- and -

**ONTARIO NURSES' ASSOCIATION
(Hereinafter called the "Association")**

EXPIRY: 31 March, 1998

**ENTERED
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ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the nurses covered by this Agreement; to provide for on-going means of communication between the Association and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

1.02 It is recognized that nurses wish to work together with the Hospital to secure the best possible nursing care and health protection for patients. Appropriate committees have been created under this Agreement to work towards this objective.

NOTE: In this collective agreement, where the context otherwise requires, the word " nurse(s) " shall include employees in affiliated bargaining units who are represented by the Ontario Nurses' Association.

ARTICLE 2 - DEFINITIONS & REGISTERED NURSES

2.01 A registered nurse is a nurse who holds a General Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, and the Nursing Act.

Note: Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to the Regulated Health Professions Act, he or she shall be treated in a manner consistent with this Article.

2.02 A nurse who holds a Temporary Certificate of Registration in accordance with the Nursing Act, 1991 and its Regulations must obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, but in any case not longer than two years from her or his date of hire, she/he will be deemed to be not qualified for the position of registered nurse and she/he will be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

Note: Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to the Regulated

Health Professions Act, he or she shall be treated in a manner consistent with the this Article.

2.03 (a) A nurse who holds a Temporary Certificate of Registration will be classified, for purposes of salary, at a level equal to the level previously accorded to the graduate nurse category under the collective agreement which expired March 31, 1996.

(b) A nurse who was employed at the Hospital prior to October 23, 1981 in the capacity of graduate nurse and who continues to be employed in that capacity will be classified, for purposes of salary, at a level equal to the level accorded to the graduate nurse category under the collective agreement which expired March 31, 1996.

2.04 A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 13.

2.05 A regular part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article 13 and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time nurses shall be considered casual nurses. The predetermined basis upon which the commitment to be available is made shall be determined in local negotiations.

The definitions shall not have the effect of changing the composition of any existing bargaining units. The Hospital shall not refuse to accept an offer from a nurse to make a commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual nurses so as to restrict the number of regular part-time nurses.

2.06 This combined agreement contains provisions applicable to full time nurses and provisions applicable to part time nurses. The combination of the agreements shall not have the effect of changing the composition of any existing bargaining units nor shall it have the effect of conferring representation rights where such rights do not presently exist. The scope of the applicable bargaining unit is set out in the Appendix of Local Provisions.

ARTICLE 3 - RELATIONSHIP

3.01 The Hospital and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any nurse because of the nurse's membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her or his

rights under the Collective Agreement.

3.02 The Association agrees there will be no Association activity, solicitation for membership, or collection of Association dues on Hospital premises ~~or~~ during working hours except with the written permission of the Hospital or as specifically provided ~~for~~ in this Agreement.

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

3.04 (a) "Every person who is an ~~employee~~ has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because ~~of~~ race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital ~~status~~, family ~~status~~ or handicap". ref: Ontario Human Rights Code, Sec. 5 (2)

(b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex ~~by~~ his or her employer or agent of the employer or ~~by~~ another employee". ref: Ontario Human Rights Code, Sec. 7 (2)

The right to freedom ~~from~~ harassment in the workplace applies ~~also~~ to sexual orientation.

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

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

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

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

NOTE: "Harassment" means engaging in a ~~course of~~ vexatious comment or conduct that is known ~~or~~ ought reasonably to be known to be ~~unwelcome~~". ref:

Ontario Human Rights Code, Sec. 10 (1)

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

ARTICLE 4 - NO STRIKE, NO LOCKOUT

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

ARTICLE 5 - ASSOCIATION SECURITY

- 5.01** The Hospital will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association. The deduction period for a part-time nurse may be extended where the nurse does not receive any pay in a particular month.

Where a nurse has no dues deducted during the payroll period from which dues are normally deducted, that deduction shall be made in the next payroll period provided the nurse has earnings in the next payroll period.

If the failure to deduct dues results from an error by the hospital, then, as soon as the error is called to its attention by the union, the Hospital shall make the deduction in the manner agreed to by the parties.

- 5.02** Such dues shall be deducted monthly and in the case of newly employed nurses, such deductions shall commence in the month following their date of hire.
- 5.03** The amount of the regular monthly dues shall be those authorized by the Association and the Provincial Secretary-Treasurer of the Association shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deduction specified.
- 5.04** In consideration of the deducting and forwarding of Association dues by the Hospital, the Association agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.
- 5.05** The amounts so deducted shall be remitted monthly to the Provincial

Secretary-Treasurer of the Association, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Hospital shall provide a list of nurses from whom deductions were made, their work site (if the bargaining unit covers more than one site) and the nurses' social insurance numbers. The list shall also include deletions (indicating terminations) and additions from the preceding month. A copy of this list will be sent to the local Association. If the hospital agrees to provide the union with the information in an electronic format, the parties will meet to discuss the format in which the information will be set out.

5.06 The Hospital agrees that an officer of the Association or Union representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance as determined by local negotiation and may be arranged collectively or individually by the Hospital.

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

ARTICLE 6 - REPRESENTATION AND COMMITTEES

6.01 Nurse Representatives & Grievance Committee

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

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

6.02 Hospital-Association Committee

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

6.03 (a) Negotiating Committee

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

(b) Central Negotiating Team

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

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

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

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

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

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

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

For any unpaid leave of absence under this provision, a part-time nurse's salary and percentage in lieu of fringe benefits shall be

maintained by the Hospital, and the Association agrees to reimburse the Hospital in the amount of the full cost of such salary and percentage in lieu of fringe benefits.

6.04 Joint Occupational Health 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 Joint Occupational Health and Safety Committee, at least one representative selected or appointed by the Association from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to cooperate in providing necessary information to enable the Committee to fulfill its functions. In addition, the Hospital will provide the Committee with 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.
- (9) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for representatives to perform these duties shall be granted.

"A member of a committee is entitled to,

- (a) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- (b) such time as is necessary to attend meetings of the committee; and
- (c) such time as is necessary to carry out [inspections and investigations under subsection 9 (26), 9 (27), and 9 (31) of the

Act.]" ref: Occupational Health and Safety Act, Sec. 9 (34)

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

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

- (b) when the worker's refusal to work would directly endanger the life, health or safety of another person".
ret **Occupational Health and Safety Act, Sec. 43 (1)**
- (2) "A worker may refuse to work or do particular work where he or she has reason to believe that,
 - (a) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
 - (b) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or
 - (c) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the **regulations** and such **contravention** is likely to endanger himself, herself or another worker". Ref: Occupational **Health and Safety Act, Sec. 43 (3)**.

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

6.05 The Association may hold meetings on Hospital premises providing **permission** has been first obtained from the Hospital.

6.06 The Association **shall** keep the Hospital **notified** in writing of the names of the union **representatives** and/or Committee members and Officers of the Local Association **appointed** or selected under this Article as well as the effective date of their respective appointments.

6.07 All reference to union representatives, **committee** members and **officers** in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Local Association.

6.08 The Hospital agrees to give representatives of the Ontario Nurses' Association **access** to the premises of the Hospital for the purpose of attending grievance **meetings** or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator. Such representatives shall have **access** to the premises only with the approval of the Administrator which will not be unreasonably withheld.

- 6.09 Where a nurse makes prior arrangements for time off from a tour of duty, the nurse shall not be scheduled to work another tour that day.
- 6.10 Nurses who are members of **committees** pursuant to Regulation 518 of the Public Hospitals Act will suffer no **loss of** earnings for time spent during regular working hours for attending committee meetings.

Where a nurse attends a **committee** meeting outside of regularly scheduled hours, she or **he** will be paid for **all** hours spent in attendance at meetings at her or his regular straight **time** hourly rate.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 For purposes of this **Agreement**, a grievance is **defined** as a difference **arising** between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter **is** arbitrable.
- 7.02 At the time formal discipline is imposed **or** at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to **be** represented by her or his union representative. In the case of suspension or discharge, the Hospital shall notify the nurse of this right in advance.
- 7.03 It is the mutual desire of the parties hereto that complaints **of** nurses shall be adjusted as quickly as possible, and it is **understood** that a nurse has **no** grievance until she **or** he has **first** given her or his immediate **supervisor** the opportunity of adjusting the complaint. Such complaint shall **be** discussed with her or his immediate supervisor within nine (9) calendar days after the circumstances giving rise to **it have occurred** or ought reasonably to have come to the attention of **the nurse** and failing settlement **within** nine (9) calendar **days**, it shall then be taken up as a grievance within nine (9) calendar days following advice of the immediate supervisor's decision in **the** following manner and sequence:

Step No. 1

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

Step No. 2

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

Step No. 3

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

- 7.04** A complaint or grievance arising directly between the Hospital and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Hospital shall be filed with the Local President or designate.
- 7.05** Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately they may present a group grievance in writing signed by each nurse who is grieving to the Director of Nursing or designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06** The release of a probationary nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for:
- (a) reasons which are arbitrary, discriminatory or in bad faith:
 - (b) exercising a right under this Agreement.

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

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

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

A claim by a nurse who has completed her or his probationary period that she or he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Hospital at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

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

7.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration of alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (34) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.

7.08 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Association will be final and binding upon the Hospital and the Association and the nurses.

7.09 Association grievances shall be on the form set out in Appendix 1.

7.10 The time prior to referral to arbitration may be utilized by the Association and/or the Hospital to suggest and possibly agree to a dispute resolution mechanism other than a three person Board of Arbitration, including the possibility of utilizing a sole arbitrator in cases where the parties agree that nominees are not necessary, and either party may request the appointment of a mediator other than in matters pertaining to the interpretation of central collective agreement language.

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

When either party requests that any matter be submitted to arbitration as provided in the foregoing Articles, it shall make such request in writing addressed to the other party to this Agreement. Unless a sole arbitrator has been required prior to the time for submitting the matter to arbitration, then the party requesting arbitration shall, at the same time, name a nominee and within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees, or the parties if they have agreed not to utilize nominees, shall attempt to select by agreement a chair of the Arbitration Board. If they are unable to agree upon such a chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chair.

7.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance. Once appointed the parties may agree that the Arbitrator shall have all the powers set out in Section 50 of the Labour Relations Act including the power to mediate/arbitrate the grievance, the power to impose a settlement and to limit evidence and submissions.

7.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

7.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

7.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chair will be final and binding upon the parties hereto and the

nurse or nurses concerned.

- 7.15** Each of the parties hereto will bear the expense of the nominee appointed by it and the parties **will** share equally the fees and expenses, if any, of the chair **of** the Arbitration Board.
- 7.16** The time limits set **out** in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to **have** been abandoned subject only to the provisions **of** Section 48(16) of The Labour **Relations Act**.
- 7.17** Wherever the Arbitration **Board is** referred to in **the** Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to **arbitration** and the other provisions **referring** to the Arbitration **Board** shall appropriately apply.

ARTICLE 8 - PROFESSIONAL RESPONSIBILITY

(Article 8.01 applies to employees covered by an **Ontario** College under the *Regulated Health Professions Act* only.)

- 8.01** In the event **that** the **Hospital** assigns a number of patients or a workload to an individual nurse or group of nurses such **that** they have cause to believe that they are being asked to perform more work than is **consistent** with **proper** patient care, they shall:
- (a) i) Complain in writing to the Association-Hospital Committee within **fifteen** (15) calendar days of the alleged improper assignment. The Chair of the Association-Hospital Committee shall convene a **meeting** of the Association-Hospital Committee within ten (10) calendar days of the **filing of** the complaint. The Committee **shall** hear and attempt to resolve the complaint to the satisfaction of both **parties**.

(Article 8.01(a)(ii),(iii),(iv) and (v) and 8.01(b) applies to nurses only)

- ii) Failing resolution of the complaint within **fifteen** (15) calendar days **of** the meeting of the Association-Hospital Committee the complaint shall be forwarded to an independent Assessment Committee composed **of** three (3) registered nurses: one **chosen** by the Ontario Nurses' Association, one chosen by the Hospital and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of

independent registered nurses shall act as Chair.

- iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.
 - iv) It is understood and agreed that representatives of the Ontario Nurses' Association, including the Employment Relations Officer and the Nursing Practice Officer, may attend meetings held between the Hospital and the Association under this provision.
 - v) Any complaint lodged under this provision shall be on the form set out in Appendix 6.
- (b) i) The list of Assessment Committee Chairs is attached as Appendix 2. During the term of this Agreement, the central parties shall meet as necessary to review and amend by agreement the list of chairs of Professional Responsibility Assessment Committees.

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

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

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

8.02 Orientation and In-Service Program

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

8.03 (a) Before assigning a newly hired full 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 nurse may be assigned to any tour as part of the nurse's orientation program, providing such assignment is in accordance with any scheduling regulations or objectives contained in the Appendix of Local Provisions which forms part of this ~~Collective~~ Agreement.

(b) Before assigning a newly hired part time nurse in charge of a nursing unit, the Hospital ~~will~~ first provide orientation, in accordance with Article 8.02, both to the Hospital and to such nursing unit. It ~~is~~ understood that ~~such~~ nurse may be assigned to any tour as part of the ~~nurse's~~ orientation program, providing ~~such~~ assignment is in accordance with any scheduling regulations or objectives contained in the Appendix of ~~Local~~ Provisions which forms part of this Collective Agreement.

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

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

8.06 The delegation of Controlled Acts shall be in accordance with the Regulated ~~Health~~ Professions Act, Medical Directives, and related statutes and regulations and in accordance with guidelines established by the College of Nurses of Ontario from time to time, and any hospital policy related thereto, provided that if the Association is of the opinion that such delegation ~~would~~ be inimical to proper patient ~~care~~, the Association may refer the issue to the

Association Hospital Committee.

Note: Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to the Regulated Health Professions Act, he or she shall be treated in a manner consistent with this Article.

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

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

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

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

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

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

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

8.11 (a) Where there are vacant positions available under Article 10 but the nurse is not qualified to perform the available work, and if such nurse

is not able to displace another nurse under Article 10, the nurse will be provided with necessary training up to twelve (12) weeks training to enable the nurse to become qualified for one of the vacant positions. In determining the position for which training will be provided the hospital shall take account of the nurses stated preference.

- (b) When nurses would otherwise be recalled pursuant to Article 10 but none of the nurses on the recall list are qualified to perform the available work the hospital will provide necessary training up to twelve (12) weeks to nurses, in order of seniority, to enable them to become qualified to perform the available work.
- (c) Where a nurse receives training under this provision, she or he need not be considered for any further vacancies for a period of six (6) months from the date she or he is placed in the position.

ARTICLE 9 - ACCESS TO FILES

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

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

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

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

ARTICLE 10 - SENIORITY

10.01 (a) Newly hired nurses shall be considered to be on probation for a period of sixty (60) hours worked from date of last hire (450 hours of work for nurses whose regular hours of work are other than the standard work day). If retained after the probationary period, the full-

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

- (b) A nurse who transfers from casual or regular part-time to full-time status shall not be required to ~~serve~~ a Probationary period where such nurse has previously completed ~~one~~ since her or his date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) during the nine months immediately preceding the transfer shall be credited towards the probationary period.
- (c) 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 ~~such nurse~~ has previously completed one since her or his date of last hire. Where ~~no such probationary period has been served~~, the number of tours worked (hours worked for nurses whose regular hours of work ~~are~~ other than the standard work day) during the nine (9) months immediately preceding the transfer shall be credited towards the probationary period.

10.02

- (a) A seniority list shall be established for all full-time nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names ~~of~~ all full-time probationary nurses shall be included in the seniority list.
- (b) A seniority list shall be established for all regular part-time nurses covered by this Agreement who have completed their Probationary period. For information purposes only, the names of all regular part-time probationary nurses shall be included in the seniority list. Seniority on such lists will ~~be~~ expressed in terms of total hours worked.
- (c) A seniority list shall be maintained for casual part-time nurses for the purposes of Article 10.06 only. Seniority on such lists will be expressed in terms of ~~total~~ hours worked, and shall be established ~~on~~ the following basis:

- i) At hospitals where casual nurses had seniority under the provisions of a Collective Agreement prior to October 23, 1981, such seniority shall continue with accumulation of hours worked since October 23, 1981.
- ii) At hospitals where there was no such seniority, the seniority list in 10.02 (c) shall show accumulation of hours worked since October 23, 1981.

Articles 10.02(c)(i) and (ii) apply to nurse only.

- iii) Subsequently certified Hospitals shall establish dates for the commencement of the accumulation of seniority by local negotiations in accordance with the terms of the Memorandum of Conditions for Joint Bargaining.
- (d) A copy of the current seniority list will be filed with the President of the Local Association, or designate, on request but not more frequently than once every six (6) months at a time to be determined locally. A copy of the seniority list shall also be posted at the same time.

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

10.04 (Article 10.04 and Note 1 following Article 10.04 apply to full-time nurses only; Note 2 provides that the accrual of seniority and service on pregnancy and parental leave also applies to part time nurses; Note 3 provides that the clause (including the notes) must be interpreted in a manner consistent with the Ontario Human Rights Code).

If a nurse's absence without pay from the Hospital including absences under Article 11 Leaves of Absence, exceeds thirty (30) continuous calendar days the nurse 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 or he is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a nurse may arrange with the Hospital to prepay

the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure 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.S.I.B. benefits or L.T.D. benefits including the period of the disability program covered by Employment Insurance.

Notwithstanding this provision, seniority and service will accrue and the Hospital will continue to pay the premiums for benefit plans for nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave under Article 11.07 and for a period of up to eighteen (18) weeks while a nurse is on parental leave under Article 11.08. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to thirty-five (35) weeks while such nurse is on a parental leave under Article 11.08.

NOTE 1: Nurses presently enjoying the accumulation of seniority for greater periods shall continue to receive such seniority benefits while employed by the Hospital.

NOTE 2: The accrual of seniority and service for nurses on pregnancy and parental leave applies to both full-time and part-time nurses.

NOTE 3: This clause shall be interpreted in a manner consistent with the Ontario **Human Rights Code**.

10.05 A full-time or regular part-time nurse shall lose all service and seniority and shall be deemed to have terminated if the nurse:

- (a) leaves of her or his own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for twenty-four (24) calendar months;
- (d) refuses to continue to work or return to work during an emergency which seriously affects the Hospital's ability to provide adequate patient care, unless a satisfactory reason is given to the Hospital;
- (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a satisfactory reason to the Hospital;
- (9) fails to return to work (subject to the provisions of 10.05 (e)) upon

termination ~~of~~ an authorized leave of absence without satisfactory reason ~~or~~ utilizes a leave of absence for purposes other than that for which the leave was granted;

- (g) fails upon being notified of a recall to signify her or ~~his~~ intention to return within twenty (20) calendar days after she or he has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within thirty (30) calendar days ~~after~~ she or he has received the notice of recall or such further period of time as may be agreed upon by the parties:
- (h) is absent from work due to illness or ~~disability~~ for a period of thirty (30) ~~months~~ from the time such absence commenced.

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

- 10.06**
- (a) i) Where a permanent full-time vacancy occurs in a classification within the bargaining unit or a new full-time position within the bargaining unit is established by the Hospital, such vacancy shall ~~be~~ posted for a period ~~of seven~~ (7) consecutive calendar days. Nurses in this bargaining unit and nurses in another ONA bargaining unit at the ~~Hospital~~, if any, may make written application for such vacancy within the seven (7) day period ~~referred~~ to herein. Subsequent vacancies ~~created~~ by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days.
 - ii) Where a permanent regular part-time vacancy ~~occurs~~ in a classification within the bargaining unit or a new regular part-~~time~~ position within the bargaining unit is established by the Hospital, such vacancy shall ~~be~~ posted for a period of seven (7) consecutive calendar days. Nurses in this bargaining unit ~~and~~ nurses ~~in~~ another ONA bargaining ~~unit~~ at the Hospital, if any, may make written application for such vacancy within the seven (7) day period ~~referred~~ to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) ~~consecutive~~ calendar days.
 - (iii) A copy of all ~~job~~ postings will be provided to the ~~local~~ Association at the time of posting.
 - (iv) The job posting provisions take precedence over any recall rights that employees ~~may~~ have under this agreement, unless otherwise provided herein.

Where a full-time employee on layoff is the successful candidate for a vacant part-time position, she or he shall retain **recall** rights to her ~~or~~ his former position in the full-time bargaining unit for a period of six months from the date of her ~~or~~ his layoff. This shall also apply to a part-time employee on layoff who is the successful candidate for a vacant full-time position. In these circumstances, the job posting provisions will not apply.

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

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

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

- (c) **Nurses** shall be selected for positions under either 10.06 (a) or (b) on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where seniority governs, the most senior applicant, regardless of her or his ONA bargaining unit, will be **selected**. Where the applicant has been selected in accordance with this Article and it is subsequently determined that she or he cannot satisfactorily perform the job to which she or he was promoted, the Hospital will attempt, during the first thirty (30) tours (225 hours for nurses whose regular hours of work are other than the standard work day) worked from the date on which the nurse was first assigned to the vacancy, to return the nurse to her or his former job, and the filling of the subsequent vacancies will likewise be reversed.
- (d) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence

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

- (e) The Hospital shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the nurse selected to fill the vacancy to be assigned to the job.
- (9) 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 or his selection.
- (g) Where nurses are reassigned to meet patient care needs at the hospital, they will be reassigned to units or areas where they are qualified to perform the available work.

10.07

- (a) A "Layoff" shall include a reduction in a nurse's hours of work and cancellation of all or part of a nurse's scheduled shift.

Cancellation of single or partial shifts will be on the basis of seniority of the nurses on the unit on that shift unless agreed otherwise by the Hospital and the Association in local negotiations.

A partial or single shift reassignment of a nurse from her or his area of assignment will not be considered a layoff. The parties agree that the manner in which such reassignments are made will be determined by local negotiations.

- (b) A "short-term layoff" shall mean

- i) a layoff resulting ~~from~~ a planned temporary closure of any part of the Hospital's facilities during all or part of the months of July and August (a "summer shutdown") or during the period between December 15th and January 15th inclusive (a 'Christmas shutdown'); or
 - ii) a layoff resulting from a planned temporary closure, not ~~anticipated~~ to exceed six months in length, of any part of the Hospital's facilities for the purpose of construction or renovation: ~~or~~
 - iii) any other temporary layoff which is not anticipated to exceed three months in length.
- (c) A "long-term layoff" shall mean any layoff which is not a short-term layoff.
- (d) The Hospital shall provide the local Association with no less than 30 calendar days' notice of a short term layoff. Notice shall not be required in the case of a cancellation ~~of~~ all or part of a single scheduled shift, provided that Article 14.12 has ~~been~~ complied with. In giving such notice, the Hospital will indicate to the local Association the reasons causing the layoff and the anticipated duration of the layoff, and will identify the nurses likely to be affected. If requested, the Hospital will meet with the local Association to review the effect ~~on~~ nurses in the bargaining unit.
- (e) Notice

In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:

- (i) provide the Union with no less than four (4) months written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than three (3) months written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

The Hospital shall meet ~~with~~ the local Association to review the following:

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

10.08

(1) In the event of a **layoff**, nurses shall be laid off in the reverse order of seniority ~~provided~~ that the nurses who are entitled to remain on the basis of seniority are **qualified to perform** the available work. Subject to the foregoing, probationary nurses shall be first laid off.

(2) Nurses shall have the following entitlements in the event of a **layoff**;

(a) A nurse who has been notified of a short-term layoff **may**:

- i) accept the layoff; or
- ii) opt to retire if eligible under the terms of the Hospital's pension plan as outlined in Article 17.04; **or**
- iii) elect to transfer to a vacant position, provided she or he **is qualified** to perform the available work; **or**
- iv) displace the least senior nurse in the bargaining unit whose work she or he is **qualified** to perform.

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

- i) accept the layoff; or
- ii) opt to ~~retire~~ if eligible under the terms of the Hospital's pension plan as outlined in Article 17.04; or
- iii) elect to transfer to a vacant position provided that she **or he** is **qualified** to perform the available work; or
- iv) displace another nurse in **any** classification who has lesser bargaining unit seniority and who is the least senior nurse on a unit or **area** whose work the nurse subject to layoff is qualified to perform.

(c) In **all** cases of layoff:

- i) Any agreement ~~between~~ the Hospital and the Association concerning the method of implementation of a layoff shall take precedence over the terms of this article. The unavailability of a representative of the Association shall not delay any meeting regarding layoffs or staff reductions.
- ii) Where a vacancy occurs in a position following a layoff hereunder as a result of which a nurse has been transferred to another position, the affected nurse will be offered the opportunity to return to her or his former position providing such vacancy occurs within six (6) months of the date of layoff. Where the nurse returns to her or his former position there shall be no obligation to ~~consider~~ the vacancy under Article 10.06. **Where** the nurse refuses the opportunity to return to her or his former position the nurse shall advise the Hospital in writing.
- iii) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent ~~of~~ the Association.
- iv) All regular ~~part-time~~ and full-time nurses represented by ~~the Association~~ who **are** on layoff will be given a job opportunity in the full-time **and** regular part-time categories before any new nurse is hired into either category.
- v) Full-time and part-time layoff and recall rights shall be separate.
- vi) Casual part-time nurses shall not be utilized while **full-time** or regular part-time nurses remain on layoff, unless the provisions of Article 10.09 have been ~~complied~~ with or unless the matter is covered by local scheduling.
- vii) No new nurses shall be hired until all those nurses who retain the right to be recalled have been given an opportunity to return to work.
- viii) In ~~this~~ Article (10.08), a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.
- (ix) The option to " accept a layoff " as provided in this

Article includes the right of an employee to absent her or himself from the workplace.

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

- (a) Full-time and regular part-time nurses on layoff may notify the Hospital of their interest in accepting occasional vacancies and/or temporary vacancies which may arise and for which they are qualified. Such notification of interest shall state any restrictions on the type of assignment which a nurse is willing to accept, and shall remain valid for six weeks. However if a nurse declines an occasional or temporary vacancy the Hospital shall not be obliged to call upon the nurse again during the balance of such ~~six-week~~ period.
- (b) For the purposes of this article, an "occasional vacancy" shall mean an assignment which is anticipated not to ~~exceed~~ five shifts (37.5 ~~hours~~). Occasional vacancies shall be ~~offered~~ first to regular part-time nurses on layoff ~~who~~ have ~~expressed~~ interest, and if no such part-time nurse accepts then ~~to~~ full-time nurses on ~~layoff~~ who have expressed interest, and if no such full-time nurse accepts then to casual part-time nurses.
- (c) For the purposes of this article, a ~~temporary~~ vacancy" shall mean an assignment which is ~~anticipated~~ to exceed five shifts (37.5 hours). Temporary vacancies which arise in the full-time bargaining unit shall be offered by seniority first to full-time nurses on layoff who have expressed interest, and ~~if no such full-time nurse~~ accepts then by seniority to ~~regular~~ part-time nurses on layoff who have expressed interest, and if no such part-time ~~nurse~~ accepts then to casual part-time nurses. Temporary vacancies which arise in the part-time unit shall be offered by seniority first to regular part-time nurses on layoff who have expressed interest, and if no such part-time nurse accepts then by seniority to full-time nurses on layoff who have expressed interest, and if no such full-time nurse accepts then to casual part-time nurses.
- (d) A nurse to whom an occasional ~~or~~ temporary vacancy is offered may accept or decline such vacancy and in either case shall maintain her or his position on the recall list.

The acceptance of a temporary or occasional vacancy that is anticipated to exceed ~~sixty~~ (60) calendar days shall be considered a recall from layoff ~~for~~ purposes of Article 10.05(c). No new notice of layoff ~~will~~ be required and the nurse will be deemed to be laid off at the conclusion of the temporary or occasional vacancy.

A full-time nurse on layoff who accepts a temporary full-time vacancy within thirty (30) days of the effective day of layoff will continue to receive benefit coverage for the duration of the temporary vacancy.

A full-time nurse who has worked for more than 600 hours in 140 calendar days as the result of accepting one or more temporary vacancies shall thereafter be eligible for benefit coverage as a full-time nurse and shall be paid accordingly, and shall continue to receive benefit coverage so long as she or he continues to fill a temporary vacancy and such full-time employee shall accrue seniority in the manner prescribed for full-time employees throughout the period of employment.

Otherwise, a full-time employee who accepts a temporary or occasional vacancy shall be paid her or his regular full-time rate of pay together with a percentage payment in lieu of benefits at the rate specified for part-time nurses.

A full-time employee who accepts a temporary part-time vacancy or occasional vacancies as provided herein will accrue seniority throughout the period of such employment in the manner prescribed for part-time nurses.

A part-time employee who accepts a temporary or occasional vacancy will accrue seniority throughout the period of such employment in the manner prescribed for part-time nurses.

- 10.10
- (a) A nurse who is transferred to a position outside of the bargaining unit for a period of not more than one (1) year shall, subject to (d) below, retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.
 - (b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her or his return to the bargaining unit.
 - (c) In the case of nurses who are employed by the Hospital in a position outside of the bargaining unit as at May 1, 1994, such nurses shall be credited with seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit if such return occurs prior to April 30, 1997.
 - (d) In the event that a nurse is transferred out of the bargaining unit

under (a) above for a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she or he shall not *suffer* any loss of *seniority*, service or benefits. It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.

- 10.1 ■ (a) Nurses who are in supervisory positions excluded from the bargaining unit shall not perform duties normally performed by nurses in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to nurses in the bargaining unit.

Nurses will be assigned duties and responsibilities in accordance with the Regulated Health Professions Act and other applicable statutes and regulations thereto. Hospitals will not assign such duties and responsibilities to employees not covered by this agreement unless those duties and responsibilities are appropriate to the position occupied by the person to whom the duties and responsibilities are being assigned and are consistent with quality patient care.

Unless otherwise agreed by the Union and the Hospital, work performed by full-time nurses will not be assigned to part-time nurses for the purpose of eliminating full-time positions.

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

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

- (a) the Hospital shall notify affected nurses and the Association as soon as a formal decision to rationalize is taken (ref: Guidelines,

paragraph 2);

- (b) the Hospital and the Association shall begin discussions concerning the specifics of the rationalization forthwith after a decision to rationalize is taken (ref: Guidelines, paragraph 3);
- (c) as soon as **possible** in the course of developing a plan for the implementation of the **rationalization** the Hospital shall notify affected **nurses** and the Association of the projected **staffing** needs, and their location, which are anticipated to result (ref: Guidelines, paragraph 6); notice to **affected** nurses and the Association shall include the estimated number and **types** of positions anticipated to be available, and their location, as the result of the rationalization (ref: Guidelines, paragraph 7);
- (d) if services in the Hospital are to be reduced or eliminated as the **result** of a rationalization, or **if** the employment of nurses is otherwise to be affected, the Hospital shall prepare a list of the affected nurses in order **of** seniority by jobs for which it considers such nurses are eligible. This list will be updated to reflect any changes due to employees leaving or entering the unit (ref: Guidelines, paragraph 7);
- (e) if a rationalization is anticipated to result in a **loss** of employment for **nurses** at another hospital by reason of the establishment of a new unit or the enlargement or extension of **services** at the Hospital:
 - i) in the period before a rationalization takes place, where a permanent vacancy **occurs** and has not been filled **after** Article 10.06 has been complied with, the vacancy shall be filled by the senior qualified **employee** of the other hospital who wishes to make an **early** transfer. A nurse taking such a position shall be **treated** as a transferring employee and not as a new hire (ref: Guidelines, paragraph 5);
 - ii) when the rationalization takes place, and when nurses formerly employed by the other hospital or hospitals involved are transferred to the Hospital, such nurses shall maintain their seniority dates and shall **be** placed on seniority lists at the Hospital accordingly. **Thereafter** they shall exercise seniority rights in accordance with this agreement (ref: Guidelines, paragraph 13). Following implementation of the rationalization, no **nurse** who has been **transferred** to the Hospital shall **suffer** a **reduction** in wages. **If** the wage grid in **effect** at the Hospital does not **correspond** to the grid in effect at the hospital at which **such** nurses were formerly employed, **nurses** whose wages were not identical to a wage step on the Hospital's grid shall be moved to the next higher step. **What** the transferring nurse's salary exceeds the range maximum, the nurse's salary

will be maintained (ref: Guidelines, paragraph 14);

- iii) nurses who ~~have~~ been transferred to the Hospital shall be subject to the benefit plans of the Hospital in the manner provided under the ~~collective~~ agreement. The retention, modification or abandonment of superior conditions and the provisions of sick leave plans, to which nurses who have ~~been~~ transferred to the Hospital were formerly subject, shall ~~be~~ negotiated between the Association and the Hospital. Nurses who have been transferred to the Hospital shall retain their ~~former~~ level of vacation entitlement or shall be entitled to the level provided by this ~~agreement~~, whichever is the greater (ref: Guidelines, paragraph 15);
- (iv) Hours of work shall be those of the Hospital (ref: Guidelines, paragraph 16);
- (v) A nurse who has been transferred to the Hospital and who has ~~not~~ completed her or his probationary period at the hospital where she or ~~he~~ was formerly employed shall receive credit for her service during such ~~probationary~~ period, and shall complete the ~~balance~~ of the probationary period required by this agreement. No new probationary period shall be served by a nurse who has been transferred to the Hospital (ref: Guidelines, paragraph 17).

- 10.13
- (a) Local Human Resource Plans will apply to Health Services Restructuring ~~Commission~~ directives. In other circumstances, the balance of this Article will apply.
 - (b) At the time of issuing notice of long term layoff pursuant to Article 10.07, the Hospital will ~~offer~~ early ~~retirement~~ allowance to a sufficient number of nurses eligible for early retirement under the Hospital's pension plan, in order of seniority, to the extent that the maximum number of nurses in either full-time or regular part-time status who elect early retirement is equivalent to the number of nurses who would otherwise be subject to layoff under Article 10.07.

A nurse who elects an early retirement option shall receive, following completion of ~~the~~ last day of work, a retirement allowance of two (2) weeks' salary for each year of service, to a maximum ceiling of fifty-two (52) weeks' salary.

- (c) Where a nurse has received individual notice of long term layoff under Article 10.07 such nurse may resign and receive a separation allowance as follows:
 - (i) Where an employee resigns effective within thirty '(30) days

after receiving individual notice of long term layoff, she or he shall be entitled to a separation allowance of ~~two~~(2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within ~~twelve~~ (12) months of resignation will ~~be~~ reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.

- (ii) Where an employee resigns effective later than ~~thirty~~ (30) days ~~after receiving~~ individual notice of long term layoff, her or she shall be ~~entitled~~ to a separation allowance of four (4) weeks ~~salary, and,~~ on production of receipts from an approved educational ~~program,~~ within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

10.14 The Hospital ~~and~~ the Association will utilize the services of HSTAP or such other labour adjustment service ~~provider~~ as the local parties may agree upon for purposes of a jobs registry and for counselling, adjustment, training and development services.

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

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

ARTICLE 11 - LEAVES OF ABSENCE

1 101 Written requests for a personal leave of absence without pay will ~~be~~ considered on an individual basis by the Director ~~of~~ Nursing, Supervisor or designate. Such ~~requests~~ are to be given as far in advance as possible ~~and~~ a written ~~reply~~ will be given within fourteen (14) days; ~~except in cases~~ of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably ~~withheld~~.

11.02 **Leave for Association Business**

The Hospital agrees to grant ~~leaves~~ of absence, without pay, to nurses selected by the Association to attend Association business including conferences, conventions and Provincial Committee meetings. The cumulative ~~total~~ leave of absence, the amount of notice, the number of nurses that may be absent at any one time and from any one area and the number of days is set out in the Appendix of ~~Local~~ Provisions. During such

leave of absence, a nurse's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Hospital and the local Association agrees to reimburse the Hospital in the amount of the daily rate of the full-time nurse or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time nurse except for Provincial Committee meetings which will be reimbursed by the Association. The Hospital will bill the local Association within a reasonable period of time. Part-time nurses will receive seniority credit for all leaves granted under this Article.

11.03 Leave. Board of Directors

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

11.04 Leave. President. O.N.A.

Upon application in writing by the Association on behalf of the nurse to the Hospital, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to three (3) consecutive years. Notwithstanding Article 10.04, there shall be no loss of service or seniority for a full-time nurse during such leave of absence. There shall be no loss of service or seniority for a part-time nurse 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 or his intention to return to work at least two (2) weeks prior to the date of such return.

11.05 Bereavement Leave

A full-time or regular 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 regular pay for scheduled hours, in conjunction with the day of the funeral of a member of her or his immediate

family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. "Spouse" for the purposes of bereavement leave will be defined as in the Family Law Act. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. "Immediate family" and "In-laws" as set out above shall include the relatives of "spouses" as defined herein. 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.

1.06 Jury & Witness Duty

If a full-time or 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:

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

1.07 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. A nurse who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months' duration, inclusive of any parental leave.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.

- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 (a) to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) The Hospital may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (9) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Hospital of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

11.08

Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards

Act, except where amended in this provision.

- (b) A nurse who has taken a pregnancy leave under Article 11.07 is eligible to be granted a parental leave of up to eighteen (18) weeks' duration, in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The nurse shall be reinstated to her or his former position, unless that position has been discontinued, in which case the nurse shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 (a) to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four (84%) of the nurse's regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as

proof that she or he is in receipt of Employment Insurance parental benefits and shall continue while the nurse ~~is~~ is in receipt of such **benefits** for a maximum period of ten (10) weeks. The nurse's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his ~~last~~ last day worked prior to the commencement of the leave times her or his normal weekly hours.

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

11.09 **Education Leave**

- (a) Leave of absence, without pay, for the purposes of further education directly related to the ~~nurse's~~ nurse's employment with the Hospital may be granted on written application by the nurse to the Director of Nursing, Supervisor or designate. Requests for such leave will not be unreasonably denied.
- (b) A full-time or ~~regular~~ regular part-time nurse shall be entitled to leave of ~~absence without~~ absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing any examinations required in any ~~recognized course~~ 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~~ nurse's employment at the hospital may be granted at the discretion ~~of~~ of the Hospital upon ~~written~~ written application by the nurse to the Director of Nursing, ~~Supervisor~~ Supervisor or designate.

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

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

Note: ~~Where~~ Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to the Regulated Health Professions Act, he ~~or~~ or she shall be treated in a manner consistent with this Article.

11.11 Pre-Paid Leave Plan

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

- (a) The plan is available to nurses wishing to spread four (4) 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 or Supervisor at least ~~six~~ (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of nurses that may be absent at any one time shall be determined by local negotiations. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other ~~twelve~~ (12) month period as may be agreed upon by the nurse, the local Association and the Hospital.
- (d) Written applications will be reviewed by the Director of Nursing, Supervisor or 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 or him until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the nurse.

- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of ~~the~~ leave, seniority will accumulate. Service for the purpose ~~of~~ vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. 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 Hospitals of Ontario Pension Plan **will** be in accordance with the Plan. Full-time nurses will not be eligible to participate in the disability income plan during the year of leave.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Director of Nursing or Supervisor. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will **be** returned to the nurse within a reasonable period of time. In ~~case of the nurse's~~ death, the funds **will** be paid to the nurse's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the nurse as much notice as is reasonably **possible**. The nurse will have the **option of remaining in the Plan and** rearranging the leave at a mutually ~~agreeable~~ time or of withdrawing from the Plan and having the deferred salary, plus **accrued** interest, if any, paid out to the nurse within a reasonable period of time.
- (l) The nurse will be reinstated to her or his former position unless the position has been discontinued, in which ~~case~~ the nurse shall be given a comparable **job**.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement **with** the Hospital in order to authorize the Hospital to make the appropriate deductions from the nurse's pay. Such agreement will include:
- (a) A statement *that* the nurse is entering the pre-paid leave program in accordance **with** Article 11.11 of the Collective Agreement.
 - (b) The period of salary deferral and ~~the period~~ for which the leave is requested.

- (c) The manner in which the deferred salary is to be held.

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

11.12 *Secondments*

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

NOTE 1: (Note 1 applies to full-time nurses only)
Provisions in existing Collective Agreements providing for paternity leave shall be continued in effect and added to the above provisions in such Collective Agreements.

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

ARTICLE 12 - SICK LEAVE AND LONG-TERM DISABILITY

(Articles 12.01 to 12.14 apply to full-time nurses only)

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

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

the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

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

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

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

supplementation of the Hospital, will equal one hundred per cent (100%) of the nurse's net earnings to the limit of the nurse's accumulated sick leave credits. Nurses may utilize such sick leave credits while awaiting approval of a claim for Worker's Compensation,

- 12.04** When a nurse has completed any portion of her or his regularly scheduled tour prior to going on sick leave benefits or Workers' Compensation benefits, the nurse shall be paid for the balance of the tour at her or his regular straighttime hourly rate. This provision will not disentitle the nurse to a lieu day under Article 15.05 if she or he otherwise qualifies.
- 12.05** Nurses returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.
- 12.06** A nurse who transfers from full-time to part-time may elect to retain her or his accumulated sick leave credits to be utilized during part-time or subsequent full-time employment as provided under the sick leave plan in which the nurse participates as of October 23, 1981.
- 12.07** Any dispute which may arise concerning a nurse's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.
- 12.08** Nurses presently employed who are covered by a long-term disability plan in effect as of the date of this award, may elect to be covered by HOODIP or to continue their present coverage.
- 12.09** The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.
- 12.10** During the term of operation of this Collective Agreement, the Hospitals will meet and consult with the Association with the view to assisting the parties in the next set of negotiations to improve the benefit coverage provided by HOODIP.
- 12.11** The Hospital will notify each nurse of the amount of unused sick leave in her or his bank annually.
- 12.12** For nurses whose regular hours of work are other than the standard work day, the short term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the existing plan shall apply mutatis mutandis.
- 12.13** Absences due to pregnancy related illness shall be considered as sick leave

under the sick leave plan.

- 12.14 A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Worker's Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the nurse would receive from Workers' Compensation If the nurse's claim was approved, or the benefit to which the nurse would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the nurse provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workplace Safety and Insurance Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the nurse would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

(Articles 12.15 and 12.16 apply to part time nurses only)

- 12.15 Part-time nurses returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.
- 12.16 A nurse who transfers from full-time to part-time may elect to retain her or his accumulated sick leave credits to be utilized during part-time or subsequent full-time employment as provided under the sick leave plan in which the nurse participates as of October 23, 1981.
- 12.17 If the Employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate.

ARTICLE 13 - HOURS OF WORK

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

Subject to Article 13.02 below:

- (a) The normal daily tour shall be seven and one-half (7 1/2) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (1/2) hour meal period, it being understood that at the change of

tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to **fifteen** (15) minutes duration. Should the reporting time extend beyond **fifteen (15)** minutes, however, the entire period shall be considered **overtime** for the purposes of payment under Article 14

- (b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour on the basis of **fifteen** (15) minutes for each half tour. The scheduling of meal periods and relief periods shall be determined by local negotiations.
- (c) The regular daily tours **of duty** of a full-time nurse shall average five (5) days per week over the nursing schedule **determined** by the Hospital. Full-time schedules shall be **determined** by local negotiation.

Full-time nurses in the bargaining unit engaged in teaching in Schools for R.P.N.'s shall work a flexible schedule, Monday to Friday, averaging **37 1/2** hours per week over the schedule to be determined by local negotiations. (Last paragraph of 13.01(c) applies to nurses only).

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

13.02

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

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

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

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

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

Where the Union and the Hospital agree to an extended daily tour that differs

from the normal daily extended tour, the provisions set out in this agreement shall be adjusted accordingly and recorded in the Appendix of Local Provisions.

ARTICLE 14 - PREMIUM PAYMENT

14.01 (a) (Article 14.01(a) applies to full-time nurses only)

If a nurse is authorized to work in excess of the hours referred to in Article 13.01 (a) or (c), she or he shall receive overtime premium of one and one-half (1 1/2) times her or his regular straight time hourly rate. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her or his normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 13.01 (a) and (c) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. For purpose of clarity, a nurse who is required to work on her or his scheduled day off shall receive overtime premium of one and one-half (1 1/2) times her or his regular straight time hourly rate. The Hospital agrees that if the Collective Agreement provided a greater overtime premium for overtime work immediately prior to this Agreement, the Hospital will continue to pay such greater overtime premium. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

(b) (Article 14.01(b) applies to part-time nurses only.)

If a part-time nurse is authorized to work in excess of the hours referred to in Article 13.01 (a), she or he shall receive overtime premium of one and one-half (1 1/2) times her or his regular straight time hourly rate. A part-time nurse (including casual nurses but not including part-time nurses who are filling temporary full-time vacancies) who works in excess of seventy-five (75) hours in a two (2) week period shall receive time and one-half (1 1/2) her or his regular straight time hourly rate for all hours worked in excess of seventy-five (75). A part-time nurse who is filling a temporary full-time vacancy shall receive time and one-half (1 1/2) her or his regular straight time hourly rate for all hours worked in excess of an average of 37 1/2 hours per week over the full-time nursing schedule determined by the

Hospital. Such averaging will commence at the conclusion of the two week period following the nurse's transfer to the temporary full-time position and will end at the conclusion of the two week period prior to ~~the~~ nurse's return to her or his former position, Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than ~~fifteen~~ (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her or his normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in ~~excess~~ of the normal daily tour. Overtime premium will not be duplicated for the same hours worked ~~under~~ Article 13.01 (a) nor shall there ~~be~~ any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour ~~differential~~ provided herein. The Hospital agrees ~~that~~ if the ~~Collective~~ Agreement provided a greater premium for overtime work immediately prior to this Agreement, the Hospital will ~~continue~~ to pay such greater overtime premium. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

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

from standby, such nurse shall receive time and one-half (1 1/2) her or his regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1/2) her or his regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her or his regularly scheduled shift, In such a case, the nurse will receive time and one-half (1/2) her or his regular straight time hourly rate for actual hours worked up to the commencement of her or his regular shift.

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

14.08 (a) In computing a full-time nurse's regular straight time hourly rate under this Collective Agreement such rate shall be established by dividing the product of the **nurse's** regular monthly salary **exclusive of** any allowance or premium pay times twelve (12) by the regular average weekly hours times **fifty-two** (52).

(b) The regular straight time hourly rate for a part-time nurse will be the hourly rate in the wage schedule **set** forth in Article **19.01** (a).

14.09 (Article **14.09** applies to **full-time** nurses only)

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

14.10 A nurse shall be paid a **shift** premium of **one** dollar (\$1.00) per hour for each hour worked which falls within the hours defined as an evening shift and **one** dollar and twenty-five cents (\$1.25) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2)

hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours. The defined hours of a night and evening shift shall be a matter for local negotiation.

14.11 Ambulance Escort

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

- (a) (i) Where a full-time nurse performs such duties during her or his regular shift, the full time nurse shall be paid her or his regular rate of pay. where a full-time nurse performs such duties outside her or his regular shift or on a day off, she or he shall be paid the appropriate overtime rate.
- (ii) Where a part-time nurse performs such duties during an assigned shift, she or he shall be paid her or his regular rate of pay. where a part-time nurse continues to perform such duties in excess of her or his assigned shift, she or he shall be paid the appropriate overtime rate.
- (b) Where such duties extend beyond the nurse's regular shift, the Hospital will not require the nurse to return to regular duties at the Hospital without at least eight (8) hours of time off. Where such time off extends into the nurse's next regularly scheduled shift she or he will maintain her or his regular earnings for that full shift.
- (c) Hours spent between the time the nurse is relieved of patient care responsibilities and the time the nurse returns to the hospital or to such other location agreed upon between the Hospital and the nurse will be paid at straight time or at appropriate overtime rates, if applicable under Article 14.01. It is understood that the nurse shall return to the hospital or to such other location agreed upon between the Hospital and the nurse at the earliest opportunity. Prior to the nurse's departure on escort duty, or at such other time as may be mutually agreed upon between the Hospital and the nurse, the Hospital will establish with the nurse arrangements for return travel.
- (d) The nurse shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.

NOTE 1: (Note 1 applies to full-time nurses only)

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

NOTE 2 (Note 2 applies to part-time nurses only)

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

14.12 (a) (Article 14.12(a) applies to full-time nurses only)

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

Where the first shift of the employee's new schedule is otherwise a premium paid tour, she or he will be paid two times her or his straight time hourly rate for all hours worked.

(b) (Article 14.12(b) applies to part-time nurses only)

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

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

Where the first shift of the employee's new schedule is otherwise a premium paid tour, she or he will be paid two times

her or his straight time hourly rate for all hours worked.

- iii) Where a nurse is called in to work a regular shift less than two (2) hours prior to the commencement of the shift, and arrives within one (1) hour of the commencement, then the nurse will be paid for a full tour provided that the nurse works until the normal completion of the tour.
- iv) Casual part-time nurses whose work schedule has been pre-scheduled and whose schedule is changed with less than twenty-four (24) hours notice then paragraph (b) - shall apply to casual part-time nurses.

14.13 When a nurse is required to travel to the hospital or to return home as a result of reporting to or off work between the hours of 2400 - 0600 hours, or at any time while on standby, the Hospital will pay transportation costs either by taxi or by the nurse's own vehicle at the rate of twenty-two cents (\$0.22) per kilometer (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The nurse will provide to the Hospital satisfactory proof of payment of such taxi fare.

14.14 A nurse who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, but shall be provided at the time of the meal period with a hot meal or four dollars (\$4.00) if the Hospital is unable to provide the hot meal. Other nurses required to work more than two (2) hours overtime on the same day they have worked a full tour shall, after the two (2) hours, receive a 1/2 hour paid meal period and shall be provided with a hot meal or four dollars (\$4.00) if the Hospital is unable to provide the hot meal.

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

ARTICLE 15 - PAID HOLIDAYS

(Articles 15.01 to 15.07 apply to full-time nurses only)

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

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

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

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

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

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

15.04 Subject to Article 15.02:

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

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

normal daily tour as set out in Article 13.01 (a).

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

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

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

15.08 (Article 15.08 and the note following Article 15.08 apply to part-time nurses only)

If a regular part-time nurse works on any of the holidays listed in Article 15.01 of this Agreement, she or he shall be paid at the rate of time and one-half (1/2) her or his regular straight time hourly rate (as set out in the Wage Schedule) for all hours worked on such holiday, subject to the application of Article 14.04 regarding hours worked in addition to her or his full tour.

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

ARTICLE 16 - VACATIONS

(Articles 16.01 to 16.05 apply to full-time employees only)

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

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

- (ii) Paramedical employees below the Registered Technologist classification who have completed less than one (1) year of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to a vacation on the basis of .83 days (6.225 hours for employees whose regular hours of work are other than the standard work day) for each completed month of service with pay in the amount of 4% of gross earnings.
- (b) (i) Subject to (ii) and (iii), employees who have completed one (1) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay (112.5 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
 - (ii) Paramedical employees below the Registered Technologist classification who have completed one (1) year of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of two (2) weeks with two (2) weeks' pay (75 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
 - (iii) Paramedical employees below the Registered Technologist classification who have completed two (2) years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay (112.5 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (c) (i) Subject to (ii), employees who have completed three (3) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay (150 hours' pay for employees whose regular hours of work are other than the standard work day),

provided the employee works or receives paid leave for a total of at least **1525** hours in the vacation year.

- (ii) Paramedical employees below the Registered Technologist classification who have completed **five (5)** years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay (150 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least **1525** hours in the vacation year.
- (d) Employees who have completed fifteen (15) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of **five (5) weeks** with five (5) weeks' pay (**187.5** hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least **1525** hours in the vacation year.
- (e) Employees who have completed **twenty five (25) years** or more of full-time continuous service (as of the date for determining vacation entitlement in the individual hospital) shall be entitled to an annual vacation of six (6) weeks' with six (6) weeks' pay (225 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least **1525** hours in the vacation year.
- (9) If an employee works or receives paid leave for less than **1525** hours in the vacation year she or he will receive vacation pay based on a percentage of her or his gross salary for work performed on the following basis:

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

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

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

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

16.04 Full-time ~~nurse teachers~~ shall be entitled to one additional week of vacation with pay which shall be ~~taken~~ taken at either the Spring Break or the Christmas Break.
This clause applies to ~~nurse~~ nurse only.

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

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

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

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

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

(Articles 16.06 to 16.09 and the Note following Article 16.09 apply to part-time nurses only)

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

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

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

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

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

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

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

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

ARTICLE 17 - HEALTH AND WELFARE BENEFITS

(Article 17 applies to full-time nurses only)

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

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

(e) Hospitals of Ontario Voluntary Life Insurance Plan

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

(9) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Liberty Health Dental #9 Dental Plan (which is comparable to the Blue Cross #9 Dental Plan) or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employees through payroll deductions.

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

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

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

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

- 17.05** The Hospital shall continue to pay the premiums for benefit plans under Articles 17 and 12 for nurses who are on paid leave of absence or Workers' Compensation or at any time when salary is received, or as provided in Article 10.04. Such payment shall also continue while a nurse is on sick leave (including the Unemployment Insurance Period) or on Long Term Disability to a maximum of 30 months from the time the absence commenced. Nurses who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment and provided also that the layoff does not exceed one year.
- 17.06** Nurses who reside in Quebec shall have equivalent monetary contributions paid in that province with respect to the Quebec equivalent of OHIP.
- 17.07**
- (a) The Hospital shall provide each nurse with information booklets outlining all of the current provisions in the benefits plans defined in Article 17.01 to Article 17.06 inclusive and the Sick Leave/LTD Plan defined in Article 12. Upon request, the Hospital will make the Plans available to the Association for inspection.
 - (b) The Hospital shall notify the Association of the name(s) of the carrier(s) which provide the benefits plans defined in Article 17.01 to Article 17.06 inclusive and the LTD Plan defined in Article 12. The Hospital shall also provide the Association with a copy of all current information booklets provided to the nurses.
- 17.08** Employment Insurance Rebate
- The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The nurses' share of the employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this agreement.
- 17.09** The parties agree to establish a Benefits Review Subcommittee which will include four representatives from the Union and four representatives from the Participating Hospitalsto discuss the terms of the benefit plans (other than pensions) provided under the collective agreement and the administration of benefit plans with a view to increasing the efficiency and effectiveness of the plans. As part of that review, the Committee will be provided with copies of the plan texts and any other relevant information requested by the Committee that pertain to these benefit plans.

ARTICLE 18 - MISCELLANEOUS

- 18.01 Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Association. The cost of printing the Collective Agreement will be shared equally by the Hospital and the local Association.
- 18.02 Whenever the feminine pronoun is **used** in this Agreement, it includes the masculine pronoun and vice-versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice-versa.
- 18.03 It shall be the duty of each nurse to notify the Hospital promptly of any change in address or any change in temporary residency. If a nurse fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such a nurse. A nurse shall notify the Hospital of any change to her or his telephone number.
- 18.04 Medical examinations, ~~re-examinations~~ and any tests required under the Public Hospitals Act will be provided by the Hospital in compliance with the Regulations. The nurse may choose her ~~or~~ his personal physician for all such ~~examinations~~, except the ~~pre-employment~~ medical, unless the Hospital has a specific objection to the physician selected.
- 18.05 Current provisions in Collective Agreements relating to the provision of x-rays, laboratory work, immunization injections, gamma globulin and other programs shall be continued.
- 18.06 Prior to effecting any changes in rules or policies which affect nurses covered by this Agreement, the Hospital will discuss the changes with the Association and provide copies to the Association.

ARTICLE 19 - COMPENSATION

Articles ~~19.01~~(a) and (d) apply to nurses only

- 19.01 (a) The salary rates in effect during the term of the Agreement shall be those set forth in Appendix 3 attached to and forming part of this Agreement. The monthly wage schedule for a full-time Registered Nurse and the ~~regular~~ straight time hourly rates for all regular and casual part-time registered nurses at hospitals shall be as follows:

Classification - Registered Nurse**Effective Jan. 1, 1996** (Pay Equity Adjusted rates)

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

Effective the date the salary rates are increased (and retroactive to April 1, 1997 as set out below):

	<u>Regular Straight Time Hourly Rate</u>	<u>Monthly Rate</u>
Start	18.30	2973.55
1	19.22	3122.73
2	19.98	3247.05
3	21.03	3417.77
4	22.07	3586.83
5	23.12	3757.56
6	24.43	3969.72
7	25.73	4181.88
8	27.04	4394.04
9	28.36	4607.85

NOTE 1: Where a Participating Hospital listed in Appendix "A" to the Memorandum of Conditions for Joint Bargaining, dated April 1, 1996, was not a party to the June 4, 1993 Central Pay Equity Settlement, Appendix 3 will set out the applicable rates of pay, including any pay equity adjusted rates, that apply to the nurses covered by those agreements and the rates set out in Appendix 3 will prevail over the rates set out in Article 19.01 (a) above.

NOTE 2: Pay Equity maintenance for 1996 and 1997 will be in accordance with the clause in this agreement dealing with pay equity.

The Union and the Hospitals confirm the interrelationship of the negotiated wage rates with the Pay Equity Plan dated June 4, 1993:

The Hospitals agree to provide the Union, by June 30, 1998, with all the information necessary to ensure maintenance of pay equity; including but not limited to any changes to any of the male comparator positions identified in the central Pay Equity Settlement dated June 4, 1993; any changes to rates of pay or compensation relating to such male comparators for the period dating from June 4, 1993 forward.

NOTE 3: The rates which are retroactive to April 1, 1997 represent a **two** percent (2%) increase on the pay equity adjusted rates which were effective January 1, 1996.

(Articles 19.01(b) and 19.01 (c) apply to part-time nurses only)

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

Applicable straight time hourly rate + 13%.

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

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

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

19.02 The Hospitals agree to provide the Union, by June 30, 1998, with all the information surrounding salary grids for the paramedical classifications.

The parties will then meet to negotiate a salary grid for these classifications. The central parties agree that any pay equity plan, including any maintenance agreements, with respect to paramedical employees will be provided to the Union.

Where the Association and the Hospital do not resolve the salary grid issue for the paramedical group, a grievance may be filed at Step No. 3 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 7.

Any change in the rate established by the Hospital either through meetings with the Association or by a Board of Arbitration shall be made retroactive.

19.03 A nurse in the employ of the Hospital who holds a Temporary or Provisional Certificate of Registration as a registered nurse and who obtains her or his General Certificate of Registration shall be given the salary of the Registered Nurse as provided in this Article effective the date the nurse presents proof of obtaining her or his General Certificate of Registration to the Director of Nursing or her or his designate, or to the date of last hire whichever is later.

Note: Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to the Regulated Health Professions Act, he or she shall be treated in a manner consistent with this Article.

19.04 A nurse is required to present to the Director of Nursing or designate on or before February 15th of each year evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the hospital will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

Note: Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to the Regulated Health Professions Act, he or she shall be treated in a manner consistent with this Article.

- 19.05** (a) A nurse who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification so that the nurse shall receive no less an increase in salary than the equivalent of one step in the salary range of the previous classification (provided that it does not exceed the salary range of the classification to which the nurse has been promoted) and the nurse shall retain her or his service review date for purposes of wage progression. For the purpose of this Article, promotion shall be defined as a move from one classification to another classification with a higher salary grid and shall not include a change of status to Registered Nurse when a nurse who holds a Temporary or Provisional Certificate of Registration obtains her or his General Certificate of Registration. A nurse who is moved to a lower rated classification will be placed at the level on the grid, if any, which most closely recognizes her or his experience level on the other grid. (The last two sentences apply to nurses only)

Note: Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to the Regulated Health Professions Act, he or she shall be treated in a manner consistent with this Article.

- (b) Where the Hospital temporarily assigns a Registered Staff Nurse to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period of one (1) full tour or more, at times when the incumbent in any such classification would otherwise be working, the nurse shall be paid a premium of one dollar and twenty cents (\$1.20) per hour for such duty in addition to her or his regular salary. The Hospital agrees that it will not make work assignments which will violate the purpose and intent of this provision.

- (c) A nurse who holds a Temporary or Provisional Certificate of Registration as a Registered Nurse who obtains a General Certificate of Registration shall be placed on the level in the Registered Nurse's salary grid which represents an increase in salary.

Note: Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to the Regulated Health Professions Act, he or she shall be treated in a manner consistent with this Article.

(d) Group, Unit or Team Leader

Whenever an employee is assigned additional responsibility to direct, supervise or oversee work of employees within her or his classification, and/or be assigned overall responsibility for patient care on the unit, ward, or area, for a tour of duty, the employee shall be paid a premium of sixty cents (60¢) per hour in addition to her or his regular salary and applicable premium allowance.

19.06 (Article 19.06 (a) and 19.06 (b) apply to full-time nurses only)

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

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

(Article 19.06 (b) applies to part-time nurses only)

- (b) Claim for recent related clinical experience, if any, shall be made in writing by the part-time nurse at the time of hiring on the application for employment form or otherwise. The part-time nurse shall co-operate with the Hospital by providing verification of previous experience so that her or his recent related clinical experience may be determined and evaluated during her or his probationary period.

Having established the recent related clinical experience, the Hospital will credit a new part-time nurse with one (1) annual service increment for each year of experience (calculated pursuant to the formula set out in Article 16.03) up to a maximum of Level 6 (Le., 5th year increment). If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the hospital.

- 19.07
- (a) Each full-time nurse will be advanced from her or his present level to the next level set out in the Salary Schedule, twelve (12) months after she or he was last advanced on her or his service review date. If a full-time nurse's absence without pay from the Hospital exceeds thirty (30) continuous calendar days during each twelve (12) month period, the nurse's service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.
 - (b) Each regular part-time nurse will be advanced from her or his present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 10.03.
 - (c) Effective November 15, 1985 casual part-time nurses will be placed on the salary grid in accordance with their service, such service to be calculated in accordance with the seniority calculation set out in Article 10.02. Casual part-time nurses will then advance on the grid in the same manner as regular part-time nurses. (This clause applies to nurses only).
- 19.08
- (a) A part-time employee whose status is altered to full-time in the same position will assume her or his same level on the full-time grid. A full-time employee whose status is altered to part-time in the same position will assume her or his same level on the part-time grid. In addition, an employee who is so transferred will be given credit for service accumulated since the date of last advancement.
 - (b) A casual part-time employee whose status is altered to regular part-time or vice versa in the same position will assume her or his same level on the grid. In addition, a casual part-time employee who is so transferred will be given credit for service accumulated since the date of last advancement.
- 19.09
- (a) When a new classification in the bargaining unit is established by the Hospital or the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall advise the Association of such new or changed classification and the rate of pay

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

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

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

19.10 Education Allowance

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

19.11 All provisions except the general wage increase are effective May 5, 1998.

The 2% general wage increase **is** effective the date the **rates** are increased and is retroactive to April **1** 1997. Retroactivity will be paid on the basis of **hours** paid within four full pay periods (approximately **8** weeks) of May 5, 1998.

The Hospital will **contact** former employees at their last known address on record with the hospital, with a **copy** to the union, within **30** days **of** May 5, 1998 to advise them of their **entitlement** to retroactivity.

Such employees will have a period of **60** days from the date **of** the notice to claim **such** retroactivity and, if they **fail** to make a claim within the **60** day period, their claim will **be** deemed to be abandoned.

ARTICLE 20 - JOB SHARING

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

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

Once the Hospital has determined that a vacancy exists and the Hospital and the Association have agreed to a job sharing arrangement, the vacancy or vacancies to be posted will be determined locally and will be filled in accordance with Article **10.06**.

The nurses involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of this agreement applicable to part-time nurses.

ARTICLE 21 - SUPERIOR CONDITIONS

21.01 All existing benefits, rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained herein and which are set out in Appendix 4 are specifically retained by this Agreement unless otherwise agreed by the local parties.

The parties agree to remove from Appendix 4 those superior conditions which no longer have application.

Where the parties cannot agree on whether a superior condition continues to have application, the issue will be reduced to a grievance and referred to arbitration.

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

ARTICLE 22 - DURATION

22.01 This Agreement shall continue in effect until March **31, 1998** and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

- 22.02** Notice that amendments are required or that either party desires to terminate ~~this~~ Agreement may **only** be given ~~within~~ a period of ninety (90) days **prior** to the expiration date of ~~this~~ Agreement or to any anniversary of such expiration date.
- 22.03** If notice of amendment or termination is given by either party, the other party agrees to **meet** for the purpose of negotiation within thirty (30) days **after** the giving of notice, **if** requested to do so.
- 22.04** Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal **through** the **process** of central bargaining, the parties will meet to **determine** the procedures to be followed.

ARTICLE 23

- 23.01** Attached hereto and forming part of this Agreement are the following appendices:
- Appendix 1 - O.N.A. Grievance Form
 - Appendix 2 - List of Professional Responsibility Assessment Committee - Chairpersons
 - Appendix 3 - Salary Schedule
 - Appendix 4 - **Superior** Conditions - if Any
 - Appendix 5 - Appendix of Local Provisions
 - Appendix 6 - O.N.A. Professional Responsibility Complaint Form

DATED AT TORONTO THIS 5TH DAY OF MAY, 1998

FOR THE UNION

Dan Anderson

Mary Jane Mohan

Whitney Lake

Donna Bain

AnneMarie Leschinski

Cate Black

Linda Haslam Stroud

Valerie MacDonald

FOR THE HOSPITALS

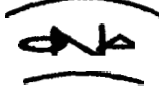
Edward Crabtree

Gary Lucas



1-1
ONTARIO NURSES' ASSOCIATION
ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO
GRIEVANCE REPORT / RAPPORT DE GRIEF

APPENDIX A



ONA LOCAL
SECTION LOCALE
DE L'ANO

EMPLOYER
EMPLOYEUR

STEP
ÉTAPE

DATE SUBMITTED TO EMPLOYER
DATE DE SOUMISSION À L'EMPLOYEUR

GRIEVOR
PLAIGNANTE

1.

DEPARTMENT
SERVICE

GRIEVANCE NO.
N° DU GRIEF

2.

3.

NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÉNEMENT

SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ

SIGNATURE OF GRIEVOR:
SIGNATURE DE LA PLAIGNANTE:

SIGNATURE OF ASSOCIATION REP.:
SIGNATURE DE LA REP. DE L'ANO:

STEP ONE

EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR

DATE:
DATE:

PREMIÈRE ÉTAPE

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE
SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR

DATE RECEIVED BY LOCAL:
DATE DE RÉCEPTION PAR LA SECTION LOCALE:

STEP TWO

EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR

DATE:
DATE:

DEUXIÈME ÉTAPE

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE
SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR

DATE RECEIVED BY LOCAL:
DATE DE RÉCEPTION PAR LA SECTION LOCALE:

STEP THREE

EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR

DATE:
DATE:

TROISIÈME ÉTAPE

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE
SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR

DATE RECEIVED BY LOCAL:
DATE DE RÉCEPTION PAR LA SECTION LOCALE:

APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY

ASSESSMENT COMMITTEE - CHAIRPERSONS

- | | |
|--|--|
| <p>1. Lynne Taylor
Vice President
Patient Services
Queensway-Carleton Hospital
Ottawa</p> | <p>5. Mrs. Maxine Pastirk
Niagara College of Applied Arts
& Technology
Welland</p> |
| <p>2. Mrs. Patricia Lang
Vice-President, Academic
Georgian College
Barrie</p> | <p>6. Ms. Darlene Steven
Associate Professor
School of Nursing
Lakehead University
Thunder Bay</p> |
| <p>3. Ms. Louise Lemieux-Charles
Asst. Prof. & Program Director
HMRU, Dept. of Health Admin.
Faculty of Medicine
University of Toronto
Toronto</p> | <p>7. Pat Hall
Principal Chair
Seneca College
Toronto</p> |
| <p>4. Ms. Patricia Mandy
Vice President, Community Health
Hamilton Health Sciences Centre
Hamilton</p> | <p>8. Ms. Donna Tremblay
Dean, Health Sciences
Sault College of Applied Arts
& Technology
Sault Ste. Marie</p> |

**APPENDIX 3 - SALARY SCHEDULE
FULL-TIME NURSES- MONTHLY & HOURLY RATES**

START	AFTER 1 YR.	AFTER 2 YRS.	AFTER 3 YRS.	AFTER 4 YRS.	AFTER 5 YRS.	AFTER 6 YRS.	AFTER 7 YRS.	AFTER 8 YRS.	AFTER 9 YRS.
<u>REGISTERED NURSE</u>									
<u>Effective April 1, 1993</u>									
2778.75	2925.00	3046.88	3214.25	3380.00	3547.38	3755.38	3963.38	4171.38	4381.00
17.10	18.00	18.75	19.78	20.80	21.83	23.11	24.39	25.67	26.96
<u>Effective Jan. 1, 1994</u>									
2824.25	2970.50	3092.38	3259.75	3425.50	3592.88	3800.88	4008.88	4216.88	4426.50
17.38	18.28	19.03	20.06	21.08	22.11	23.39	24.67	25.95	27.24
<u>Effective Jan. 1, 1995</u>									
2869.75	3016.00	3137.88	3305.25	3471.00	3638.38	3846.38	4054.38	4262.38	4472.00
17.66	18.56	19.31	20.34	21.36	22.39	23.67	24.95	26.23	27.52
<u>Effective Jan. 1, 1996</u>									
2915.25	3061.50	3183.38	3350.75	3516.50	3683.88	3891.88	4099.88	4307.88	4517.50
17.94	18.84	19.59	20.62	21.64	22.67	23.95	25.23	26.52	27.80
<u>Effective April 1, 1997</u>									
2973.56	3122.73	3247.05	3417.77	3586.83	3757.56	3969.72	4181.88	4394.04	4607.85
18.30	19.22	19.98	21.03	22.07	23.12	24.43	25.73	27.04	28.36

**APPENDIX 3 - SALARY SCHEDULE
FULL-TIME NURSES- MONTHLY & HOURLY RATES**

START	AFTER 1 YR.	AFTER 2 YRS.	AFTER 3 YRS.	AFTER 4 YRS.	AFTER 5 YRS.	AFTER 6 YRS.	AFTER 7 YRS.	AFTER 8 YRS.	AFTER 9 YRS.
<u>GRADUATE NURSE</u>									
<u>Effective April 1, 1993</u>									
2619.54	2761.69	2863.78	3040.73	3210.49	3366.31	3839.43	4058.60	4313.58	4563.95
16.12	16.99	17.62	18.71	19.76	20.72	23.63	24.98	26.55	28.08
<u>Effective Jan. 1, 1994</u>									
2662.43	2804.65	2906.55	3083.78	3253.71	3409.49	3885.95	4105.20	4360.63	4611.35
16.39	17.26	17.89	18.98	20.02	20.98	23.91	25.26	26.84	28.37
<u>Effective Jan. 1, 1995</u>									
2705.33	2847.61	2949.31	3126.82	3296.93	3452.67	3932.47	4151.79	4407.68	4658.75
16.65	17.52	18.15	19.24	20.29	21.25	24.20	25.55	27.13	28.67
<u>Effective Jan. 1, 1996</u>									
2748.22	2890.57	2992.08	3169.86	3340.14	3495.84	3978.99	4198.38	4454.73	4706.15
16.92	17.79	18.41	19.51	20.55	21.51	24.49	25.84	27.42	28.96
<u>Effective April 1, 1997</u>									
2803.18	2948.38	3051.92	3233.26	3406.94	3565.76	4058.57	4282.35	4543.82	4800.27
17.25	18.14	18.78	19.90	20.97	21.94	24.98	26.35	27.96	29.54

APPENDIX 3 - SALARY SCHEDULE

PART-TIME NURSES - Hourly Rates

START	AFTER 1 YR.	AFTER 2 YRS.	AFTER 3 YRS.	AFTER 4 YRS.	AFTER 5 YRS.	AFTER 6 YRS.	AFTER 7 YRS.	AFTER 8 YRS.	AFTER 9 YRS.
<u>REGISTERED NURSE</u>									
	<u>'11 199</u>								
17.10	18.00	18.75	19.78	20.80	21.83	23.11	24.39	25.67	26.96
<u>Effective Jan. 1, 1994</u>									
17.38	18.28	19.03	20.06	21.08	22.11	23.39	24.67	25.95	27.24
<u>Effective Jan. 1, 1995</u>									
17.66	18.56	19.31	20.34	21.36	22.39	23.67	24.95	26.23	27.52
<u>Effective Jan. 1, 1996</u>									
17.94	18.84	19.59	20.62	21.64	22.67	23.95	25.23	26.52	27.80
<u>Effective April 1, 1997</u>									
18.30	19.22	19.98	21.03	22.07	23.12	24.43	25.73	27.04	28.36
<u>GRADUATE NURSE</u>									
<u>Effective April 1, 1993</u>									
16.12	16.99	17.62	18.71	19.76	20.72	23.63	24.98	26.55	28.08

PART-TIME NURSES - Hourly Rates

START	AFTER 1 YR.	AFTER 2 YRS.	AFTER 3 YRS.	AFTER 4 YRS.	AFTER 5 YRS.	AFTER 6 YRS.	AFTER 7 YRS.	AFTER 8 YRS.	AFTER 9 YRS.
<u>Effective Jan. 1, 1994</u>									
16.39	17.26	17.89	18.98	20.02	20.98	23.91	25.26	26.84	28.37
<u>Effective Jan. 1, 1995</u>									
16.65	17.52	18.15	19.24	20.29	21.25	24.20	25.55	27.13	28.67
<u>Effective Jan. 1, 1996</u>									
16.92	17.79	18.41	19.51	20.55	21.51	24.49	25.84	27.42	28.96
<u>Effective April 1, 1997</u>									
17.25	18.15	18.78	19.90	20.96	21.94	24.98	26.36	27.97	29.54

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ARTICLE A - RECOGNITION

- A.1** By virtue of the certificates issued by the Ontario Labour Relations Board, dated January 17th, 1975, and the accompanying decisions with respect to the composition of the bargaining units, the Hospital recognizes the Association as the exclusive bargaining agent of all registered and graduate nurses engaged in nursing care, save and except Head Nurses, those above the rank of Head Nurse, and students employed during the school vacation.

ARTICLE B - MANAGEMENT RIGHTS

- B.1** Except as specifically abridged, delegated, granted or modified by this agreement, all the rights, powers and authority of management are retained by the management and remain exclusively and without limitation within the rights of management.
- B.2** Without limiting the generality of the foregoing, management's rights include:
- (a) The right to maintain order, discipline and efficiency, and in connection herewith to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices, to be **observed** by its employees and the right to discipline or dismiss employees for just cause.
 - (b) The **direction** of the working forces; the right to plan, **direct** and control the operation of the Hospital; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount **of supervision** necessary, combining **or** splitting up departments, work schedules, establishment of standards and quality of **care**, the determination of the extent to which **the** Hospital will be operated and the increase or decrease in employment.
 - (c) The right to select, hire, retire, discipline, dismiss, transfer, assign, promote, demote, classify, lay-off, recall, suspend employees and select employees for positions not covered by this agreement.
 - (d) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in this Hospital.
 - (e) The right to generally operate the Hospital in a manner consistent with

the obligations of the Hospital to the general public in the community served.

- B.3** The Hospital agrees that in exercising its rights, as enumerated above, it will do so in a manner not inconsistent with the provisions of this agreement.

ARTICLE C - UNION REPRESENTATIVES AND ASSOCIATION COMMITTEES

- C.1** **Union representatives** - There shall be four (4) union representatives, one of whom shall be a part-time employee.
- C.2** **Negotiating Committee** - There shall be a negotiating committee composed of three (3) employees, one of whom shall be a part-time employee.
- C.3** **Grievance Committee** - There shall be a grievance committee composed of three (3) employees.
- C.4** **Association/Hospital Committee** - There shall be an Association/Hospital Committee composed of two (2) members of the Association, one of whom may be a part-time employee, and two (2) representatives of the Hospital, one of whom shall be the Director of Nursing.
- C.5** Union representatives, committee members and Association officers will be responsible for supplying their supervisors with information as to time off as required by the terms of this agreement.

ARTICLE D - SENIORITY LISTS

- D.1** Seniority lists shall be posted in February and August.

ARTICLE E - LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

- E. I** Upon written request, leaves of absence for Association business shall be granted and pursuant to the following provisions:
- (a) Adequate notice of at least two (2) weeks is given to the Hospital.
 - (b) That not more than two (2) employees from the hospital be absent at any one time.

- (c) That the total number of days in any one (1) calendar year for such leave for all employees not exceed fifty (50).

ARTICLE F - REST PERIODS

- F.1** There shall be a rest period during each half tour, the duration of which is set out in Article 13 of the Collective Agreement.

ARTICLE G - SCHEDULING REGULATIONS

- G.1** Schedules for full-time employees and regular part-time employees shall be posted at least two (2) weeks in advance and shall cover at least a two (2) week period unless mutually agreed to by the employee and the Hospital. Requests for change in posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days off or tour of duty.
- G.2** The Hospital shall schedule a full-time employee for an average of one (1) weekend off in two (2) weeks. An employee will receive premium pay as provided for in Article 14.03 for all hours worked on a third and subsequent consecutive weekend, save and except where:
 - (a) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - (b) such employee has requested weekend work; or
 - (c) such weekend is worked as a result of an exchange of shifts with another employee.
- G.3** Every consideration will be given by the Hospital to an employee who requests to work evening or night tours on a permanent basis.
- G.4**
 - (a) An employee who comes off a night tour of duty to a day tour of duty shall have at least forty-eight (48) hours time off unless as may be otherwise agreed to between the employee and the Hospital.
 - (b) The regular schedule shall provide for a minimum of twenty-four (24) hours between the starting time of one (1) scheduled tour and the starting time of the next scheduled tour, when changing tours, except in an emergency, or at the request of an employee.

- G.5** Schedules may provide for more than five (5) consecutive tours of work, but not more than eight (8) consecutive tours of work without days off. These restrictions shall not apply where an arrangement can be made which is mutually satisfactory to the employee and the Hospital.
- G.6** For the employee who normally rotates tours, the length of normal working periods on evening or night rotation shall not exceed two (2) weeks in duration, except in extenuating circumstances.
- G.7** The hospital agrees to schedule five (5) consecutive days off for full-time and regular part-time nurses, so requesting, during the Christmas and New Year's period so that a nurse will have either period off. It is expected that nurses will alternate working Christmas and New Year's. Where a dispute arises a nurse shall work the opposite period from last year. The Hospital may at its discretion waive all other scheduling requirements during the period from December 15th to January 15th. This provision will not apply to areas where nurses normally work Monday to Friday and are not normally scheduled to work on a paid holiday.
- G.8** Where a full-time employee chooses equivalent time off as provided for in Article 14.09 this time shall be taken within two pay periods.
- G.9** A weekend shall be defined as at least fifty-six (56) consecutive hours between the completion of the Friday Evening tour and commencement of the Monday Day tour.
- G.10** **Extended Tours**
- 1)** Extended tours shall be introduced into any unit when:
- i) eighty percent (80%) of the employees in the unit so indicate by secret ballot; and
 - ii) the Hospital agrees to implement the extended tours; such agreement shall not be withheld in an unreasonable or arbitrary manner.
- 2)** Extended tours may be discontinued in any unit when:
- i) fifty percent (50%) of the employees in the unit so indicate be

secret ballot; or

- ii) the Hospital because of:
 - a) adverse effects on patient care;
 - b) inability to provide a workable staffing schedule;
 - c) financial constraints; or
 - d) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary;

states its intention in writing to the Association to discontinue the extended tours.

- 3) When written notice of discontinuation is given by either party in accordance with paragraph (2) above, then
 - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
- 4) There will be an ongoing evaluation of the extended tour in each unit.

It is understood that the implementation of extended tours will be on a trial period for six (6) months. At the completion of the trial period a second vote will be taken in accordance with paragraph (1) -

G.11 Employees working extended tours will not be scheduled to work more than three (3) consecutive tours.

G.12 For the purposes of scheduling, there will be two categories of part-time employees, regular and casual part-time.

Regular Part-time Employees are those who are scheduled for a certain number of tours as posted on the time schedule.

Casual Part-time Employees are those who are called in on an irregular casual basis.

Each employee shall elect in writing her part-time category. Requests for transfer from one category to another shall be made in writing to the Director of Nursing.

(A) **Regular Part-time Employee** must be available to work as required by the Hospital and her commitment will include the following conditions:

- (1) One weekend in three.
- (2) Availability for two of the three tours although specific preference for one tour other than days will be respected when possible.
- (3) Available to work five (5) consecutive days as required by the Hospital over the Christmas or New Year's period.
- (4) Available for work at least two tours a week.
- (5) To be available for four (4) weeks between July 1 and August 31.

(B) **Casual Part-time Employee**

- (1) Available for occasional tours on call.

G.13 **Distribution of Part-time Work**

- 1) All regular part-time employees in a unit will be scheduled up to their committed hours by seniority before any casual part-time employees are utilized.
- 2) When regular part-time employees on the unit have been given the opportunity to work up to their commitment, the hospital will endeavour to offer additional tours to regular part-time employees on the unit on the basis of seniority, prior to offering tours to casual employees, subject to the following:

- i) Employees who wish to be considered for additional tours must indicate their availability in the manner prescribed by the hospital;
- ii) A tour will be deemed to be offered whenever a call is placed;
- iii) It is understood that the hospital will not be required to offer tours which would result in overtime premium pay;
- iv) When a regular part-time employee accepts an **additional** tour, **she/he** must report for that tour unless arrangements satisfactory to the hospital are made;
- v) Provided they are qualified, employees may submit their availability to work additional tours to more than **one** unit, if to **do** so is in accordance with existing hospital practice.

- G.14**
- (a) Proposed master rotations will be developed by each manager jointly with the staff of the unit.
 - (b) If requested, copies of all schedules shall be sent to the President of the Local.

G.15 **Standby**

- (a) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.
- (b) Employees scheduled for standby shall be provided with beepers.
- (c) Standby **assignments** shall be **posted** ~~one week~~ in advance and cover a one week period.
- (d) Standby schedules will not be reassigned without consultation with the employee whose schedule is being changed.
- (e) Employees shall not ~~be~~ scheduled ~~on~~ standby when ~~on~~ vacation.

- G.16** Where a part-time ~~employee(s)~~ is scheduled to work ~~less~~ than a normal tour (7.5 hours), Article G in its entirety applies except as amended by the

following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
- (b) No part-time nurse shall be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period except where such arrangements are requested by the nurse or except in units of the hospital such as clinics/operating room where the routine hours of operation are less than 7.5 hours.
- (c) Employees working tours comprising of less than 7.5 hours, shall not be scheduled to work more than five (5) consecutive tours.

ARTICLE H - VACATIONS

H.1 For the purpose of calculating vacations and eligibility, the fiscal year shall be from May 1st of any year to April 30th of the following year.

H.2 An employee shall submit her written request for vacation period on or before April 1st of each year. The Hospital will endeavour to schedule vacations on as equitable a basis as possible and having regard to the efficient operation of the Hospital. Where a dispute arises, as between employees on the same nursing unit requesting the same vacation times, and such request cannot be accommodated by the Hospital, then seniority shall apply. Vacation entitlement shall be measured as of May 1st of each year. Vacation may not be accumulated from one (1) year to the next unless expressly authorized by the Hospital.

H.3 Vacation pay for part-time employees shall be paid by the Hospital in May of each year.

H.4 Vacation pay for part-time employees shall be based upon six percent (6%) of gross salary for work performed during the vacation entitlement year for employees who have worked less than six hundred (600) tours.

ARTICLE I - PAID HOLIDAYS

I.1 The Employer agrees to recognize the following paid holidays:

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New Year's Day	Labour Day	2nd Mon. in Feb.
Good Friday	Thanksgiving Day	(to be substituted
Victoria Day	Remembrance Day	by Heritage Day if
July 1	Christmas Day	so proclaimed)
Civic Holiday	Boxing Day	2nd Mon. in June

- I.2 The Hospital will endeavour to schedule time off for recognized holidays as equitably as possible amongst full-time employees in the same unit.
- I.3 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed for the full period of the tour.
- I.4 A lieu day shall be scheduled by mutual consent between the Hospital and the full-time employee within a period of thirty (30) days on which the holiday falls or is observed.

ARTICLE J - GENERAL

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

ARTICLE K - CORRESPONDENCE

- K.1 All correspondence arising out of, or incidental to this collective agreement shall pass between the Administrator of the Hospital and the President of the Association, unless as otherwise herein specified.

ARTICLE L - BULLETIN BOARDS

- L. I The Hospital shall provide bulletin board space for the purpose of posting Association notices. All such notices must be jointly approved by the President of the Association or her designate and the Administrator of the Hospital or his designate and such approval shall not be unreasonably withheld.

ARTICLE M - SUPERVISOR

- M.1 Wherever the word "supervisor" or "head nurse" is used in this agreement, it shall be considered as meaning the first supervisory level excluded from the bargaining unit.

ARTICLE N - INTERVIEW

- N. 1 The interview referred to in Article 5.06 shall take place during orientation.

ARTICLE O - PAY DAY

- O.1 Employees shall be paid every second Thursday by direct deposit banking.

ARTICLE P - PREPAID LEAVE

- P. 1 The number of employees that may be absent at any one time under the prepaid leave programme shall be one (1).

ARTICLE Q - WORKERS' COMPENSATION AND REINSTATEMENT

- Q. 1 The Hospital will notify the President of the Local Association of the names of all employees who go off work due to a work related injury.
- Q.2 When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the local executive to discuss the circumstances surrounding the employee's return to suitable work.
- Q.3 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

ARTICLE R - VIOLENCE

1. The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace. Any employee who believes the situation to be abusive shall immediately, or as soon as reasonably possible complete an incident report and report this to the person in charge who will make every reasonable effort to rectify the abusive situation.
2. The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

The parties further agree that suitable subjects for discussion at the Joint Labour Management Committee will **include** aggressive residents.

3. The Employer shall **notify** the Union within three days, of any **employee** who has been **assaulted** while **performing** her or his work. The assaulted employee may choose to have her or his name remain confidential. Such information shall be provided to the Union in writing as soon as possible. **Updated** statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.
4. When an employee, in the exercise of her or his functions, **suffers** damage to her or his personal belongings required for the job (clothing, watch, glasses, contact lenses or other prosthesis), the Employer shall provide for replacement or repair at **no** cost to the employee.

The employee shall endeavour to present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

APPENDIX 6
ONA PROFESSIONAL RESPONSIBILITY COMPLAINT FORM

NOTIFICATION OF IMPROPER WORK ASSIGNMENT

DATE/TIME OF OCCURRENCE _____

DATE TO EMPLOYER _____

AGENCY _____
SHIFT _____

WARD _____

TYPE OF CARE _____
PATIENTS (#) _____

BED CAPACITY _____

STAFFING _____

USUAL STAFFING _____

=====

I/We, the undersigned, believe that I was/we were given an assignment that was inconsistent with proper patient care for the following reasons. (Brief outline of problem/assignment attached).

To correct this problem, I/we recommend:

=====

NAME/TITLE OF IMMEDIATE SUPERVISOR NOTIFIED

DATE/TIME OF NOTIFICATION

RESPONSE / ACTION

Signature of Complainant(s):

=====

I/we do not believe this response was adequate to resolve our concerns. I/we therefore request our local president/executive committee refer these concerns to the AAC. Failing resolution of the nurses'

cor is, the ammociation *may* consider theme issues under the professional responsibility clause.

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Dated at Ottawa, this 24th day of July, 1998.

FOR THE EMPLOYER

[Signature]
[Signature]
Donna Grey

FOR THE ASSOCIATION

[Signature]
[Signature]

