COLLECTIVE AGREEMENT

Between:

(hereinafter referred to as "the Hospital")

And:

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

Expiry: March 31, 2008

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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 Union 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.

1.03 The employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

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 & GRADUATE NURSES

2.01 A registered nurse is a nurse who holds a 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*, she or he 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 Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his 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 or he will be deemed to be not qualified for the position of registered nurse and she or 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*, she or he shall be treated in a manner consistent with this Article.

2.03 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.

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

The parties are both committed to a harassment free environment and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner as set out below:

3.01 The Hospital and the Union 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 Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the Collective Agreement.

3.02 The Union agrees there will be no Union activity, solicitation for membership, or collection of Union 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, disability, religious affiliation or any other factor which is not pertinent to the employment relationship. ref: *Ontario Human Rights Code*

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 disability". 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) The parties recommend and encourage any employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the employer's harassment policies and process.

(e) In recognizing the importance of a harassment free environment, the employer and the union will review hospital policies and processes with respect to harassment with the employee during her or his orientation period.

(f) Where a nurse requests the assistance and support of the union in dealing with harassment or discrimination issues, such representation shall be allowed.

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

(h) <u>Harassment & Discrimination</u>

The local parties will determine the appropriate means of promoting an effective and meaningful way of addressing discrimination and harassment issues, which may include, but is not limited to the following:

- Reviewing the hospital's harassment policy and making joint recommendations to the Chief Nursing Officer;
- Promoting a harassment free workplace where there is 'zero tolerance';

- Ensuring that all employees are familiar with the employer's harassment policy by identifying educational opportunities, including the orientation period for new employees;
- Identifying supports and solutions to assist employees to deal with harassment and discrimination issues (i.e. Employee assistance Programs, staff supports);
- Development of processes to address the accommodations/ modified work needs for nurses;
- Development of assertiveness training programs.

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 Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the *Ontario Human Rights Code.*

3.06 Whistle Blowing Protection

Provided a nurse has followed reasonable policies or procedures issued by the Hospital concerned to protect the Hospital's entitlement to investigate and address any allegation of wrongdoing, nurses will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations, including those related to patient advocacy.

ARTICLE 4 - NO STRIKE, NO LOCKOUT

4.01 The Union 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 - UNION SECURITY

5.01 The Hospital will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union. 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. If there is no agreement, the Hospital shall make the deduction in the manner prescribed by the union.

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 Union and the Vice-President, Finance of the Union shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deduction specified. In the case of any local dues levies, notification will be made by the local treasurer 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 Union dues by the Hospital, the Union 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 Vice-President, Finance of the Union, 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**,** amount of dues deducted and, where feasible, the Hospital shall also provide the job classification, and status of the nurses. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month and returns from leaves of absence. A copy of this list will be sent concurrently to the local Union. Where the parties agree, the Hospital may also provide the information in an electronic format or on a computer disk. If the central parties are able to agree on a template for dues related information, it will be distributed and jointly recommended to the Hospitals**.**

5.06 The Hospital agrees that an officer of the Union 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 Meetings

The parties recognize the value of nurses' input and participation in committee meetings. All joint Employer-Union meetings shall be scheduled where practical, during the nurse's regular working hours. The Employer will provide replacement staff where operationally required.

The employer agrees to pay for time spent during regular working hours for representatives of the Union attending meetings with the Employer.

6.02 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 Union 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**.** The Hospital agrees to pay a grievor for all time spent during his or her regular hours at Step 1 and Step 2 grievance meetings.

6.03 Hospital-Association Committee

(a) There shall be a Hospital-Union Committee comprised of representatives of the Hospital, one of whom shall be the Chief Nursing Officer or designate and of the Union, one of whom shall be the Bargaining Unit 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) (iv). 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, including but not limited to workload measurement tools and the promotion of best practices. Such communication may include discussion of nursing workload

measurement and patient acuity systems. The Hospital will provide, upon request, information on workload measurement systems applicable to nursing currently used by the Hospital, and evaluations completed by the Hospital of such systems.

ii) reviewing professional responsibility complaints with a view to identifying trends and sharing organizational successes and solutions, making joint recommendations on matters of concern including the quality and quantity of nursing care and discussing the development and implementation of quality initiatives;

iii) making joint recommendations to the Chief Nursing Officer on matters of concern regarding recurring workload issues including the development of staffing guidelines, the use of agency nurses and use of overtime;

iv) dealing with complaints referred to it in accordance with the provisions of Article 8, Professional Responsibility;

v) discussing and reviewing matters relating to orientation and in-service programs;

vi) promote the creation of full-time positions for nurses**,** and discuss the effect of such changes on the employment status of the nurses.

This may include the impact, if any, on part-time and full-time, job sharing and retention and recruitment.

(d) The Hospital agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.

(e) Where a Committee representative designated by the Union attends Committee meetings outside of her or his regularly scheduled hours, she or he will be paid for all time spent in attendance at such meetings at her or his regular straight time hourly rate of pay. Such payment shall be limited to two (2) Committee representatives per meeting.

6.04 (a) Negotiating Committee

The Hospital agrees to recognize a Negotiating Committee comprised of representatives of the Union 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 Union'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 Union 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 Union Business.

The maximum number of Central Negotiating Team members entitled to payment under this provision shall be ten (10), and in no case will more than one (1) full-time nurse and one (1) part-time nurse from a hospital be entitled to such payment.

The Union shall advise the Hospitals' Central Negotiating Committee as far in advance as possible, of the names of the 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 Union 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 Union agrees to reimburse the Hospital in the amount of the full cost of such salary and percentage in lieu of fringe benefits.

Part-time nurses will be credited with seniority and service for all such leave.

6.05 Occupational Health & Safety

(a) It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse

the responsibilities of employer and employee under the *Occupational Health and Safety Act*, making particular reference to the following:

- The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act,* s. 25(2)(h)].

- Hospitals will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to nurses at short notice in the event there are reasonable indications of the emergence of a pandemic.

- When the employer receives written recommendations from a health and safety representative, that employer shall respond in writing within twenty-one days. [*Occupational Health and Safety Act,* s. 8(12)].

- The employer's response shall contain a timetable for implementing the recommendations the employer agrees with and give reasons why the employer disagrees with any of the recommendations that the employer does not accept. [*Occupational Health and Safety Act,* s. 8(13)].

- The employer shall ensure that the equipment, materials and protective devices as prescribed are provided. [*Occupational Health and Safety Act*, s. 25(1)(a)].

- The employee shall use or wear the equipment, protective devices or clothing that the employer requires to be used or worn. [*Occupational Health and Safety Act*, s. 28(1)(b)

- The employee shall not use or operate any equipment, machine, device or thing or work in a manner that may endanger himself, herself or any other worker. [*Occupational Health and Safety Act*, s. 28(2)(b)].

- A worker who is required by his or her employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [*O. Reg. 67/93 – Health Care*].

(b) The local parties will determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:

- Violence in the Workplace (include Verbal Abuse)
- Musculoskeletal Injury Prevention
- Needle Stick Injury Prevention
- Nurses who regularly work alone or who are isolated in the workplace

(c) It is understood that communication on issues of mutual concern should occur between the Joint Health and Safety Committee, Infection Control, Risk Management and Emergency Planning.

(d) In the event there are reasonable indications of the emergence of a pandemic any nurse working at more than one health care facility will, upon the request of the hospital, provide information of such employment to the hospital. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

(e) Joint Health and Safety Committee

i) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees from each Hospital site.

Hospitals will choose either to include a representative from the bargaining unit from each Hospital site, or to have a separate Joint Health and Safety Committee at each Hospital site, unless the parties agree otherwise.

ii) 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.

iii) The Hospital agrees to cooperate in providing necessary information and management support to enable the Committee to fulfil 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. The Committee shall respect the confidentiality of the information.

iv) Meetings shall be held every second month or more frequently at the call of the co-Chairs, if required. The Committee shall maintain minutes of all meetings and make the same available for review. The Joint Health and Safety Committee will determine the appropriate mechanism to communicate the minutes of the proceedings of the Committee to the organization.

v) Any representative appointed or selected in accordance with (e) (i) hereof, shall serve for a term of at least two (2) calendar years 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;

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);

D) where an investigation is required under the *Occupational Health and Safety Act*, the Committee shall determine the appropriate member or members who will participate in the investigation, recognizing the interests of a Union representative to be involved in an investigation involving Union members; and

"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)

vi) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

vii) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.

viii) 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.

ix) 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 Union. Upon written request, all Union members on the Joint Health and Safety Committee shall be trained as certified workers.

x) "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)

xi) A) "This section does not apply to a [nurse]

1) when a circumstance described below is inherent in the worker's work or is a normal condition of the worker's employment; or

2) when the worker's refusal to work would directly endanger the life, health or safety of another person". ref: *Occupational Health and Safety Act, Sec. 43 (1)*

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

1) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;

2) 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

3) 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).

C) A refusal to work or do particular work as outlined in Article 6.05 (e) (xi) (B) shall not be considered a contravention of Article 4.01.

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.

6.06 The Union may hold meetings on Hospital premises providing permission has been first obtained from the Hospital.

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

6.08 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 Union.

The Local Union will advise the Hospital in writing of the name of the contact person(s) for the Local Union for all purposes under the collective agreement.

6.09 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.

6.10 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.

6.11 Nurses who are members of committees pursuant to Regulation 965 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.

Part-time nurses will be credited with seniority and service for all such hours paid as provided above while in attendance at such committee meetings.

6.12 Where there is a Nursing Practice Council, or equivalent, whose membership includes bargaining unit members, the Hospital, in consultation with the local union, will develop a transparent process to seek and establish membership in the Council for such nurses who are bargaining unit members.

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. The Hospital also agrees, as a good labour relations practice, in most circumstances it will also notify the local Union.

The Hospital agrees that where a nurse is required to attend a meeting with the Hospital that may lead to disciplinary action, as a good labour relations practice, it will inform the nurse of the purpose of the meeting.

7.03 It is the intent of the parties 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**.** This discussion may include consultation, advice and assistance from others. If there is no settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days in the following manner and sequence:

Step No. 1

The nurse may submit a written grievance, through the Union**,** signed by the nurse, to the Chief Nursing Officer or designate. 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 parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The Chief Nursing Officer or designate 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 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 2 unless extended by agreement of the parties. It is understood and agreed that a representative(s) 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 to the Labour Relations Officer and the local Union representative within nine (9) calendar days following the date of such meeting.

7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 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 Bargaining Unit 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 Chief Nursing Officer 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. 1 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 a probationary nurse with written reasons for her or his release within seven (7) days of such release, with a copy to the Local Union.

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 2 within seven (7) days after the date the release is effective. 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. 2 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 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step No. 2 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. 2, it will be deemed to have been received within the time limits.

(b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

7.08 It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the nurses.

7.09 Union grievances shall be on the form set out in Appendix 1. Alternately, the local parties may agree to an electronic version of this form and a process for signing.

7.10 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration. Where the grievance concerns:

(a) Selection decisions on job vacancies

(b) Premiums

(c) Scheduling issues

(d) Article 19 – Compensation issues

(e) Entitlement to leaves, including vacation

(f) Discipline up to, but not including discharge

(g) Short term layoffs

(h) Dues issues

(i) Any other issues agreed by the parties,

the matter shall be determined by a sole arbitrator, unless the parties agree to proceed under Article 7.11. The sole arbitrator shall proceed by way of mediation-arbitration at the request of either party. When either party requests that any such matter be submitted to mediation-arbitration or to arbitration as provided above, it shall make such request in writing addressed to the other party to this Agreement and, at the same time, it shall propose the name of a sole arbitrator. Within seven (7) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within

fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 7.13, once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

7.11 For all other grievances, including those grievances dealing with nursing practice issues and those agreed to be central rights issues, the matter shall be determined by a three (3) person Board of Arbitration, unless the parties agree to proceed under Article 7.10. The party requesting arbitration shall, at the time of notification of its decision to submit the difference or allegation to arbitration shall name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee. However, if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application by the party invoking the arbitration procedure. The two (2) 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. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 7.13, once appointed, the Board of Arbitration shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, 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*.

ARTICLE 8 - PROFESSIONAL RESPONSIBILITY

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

8.01 The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

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) At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.

ii) If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Hospital (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.

iii) Failing resolution of the workload issue at the time of occurrence, the nurse(s) will discuss the issue with her or his Manager or designate on the next day that the Manager (or designate) and the nurse are both working or within five (5) calendar days, whichever is sooner. The manager will provide a written response to the complainant(s), with a copy to the Bargaining Unit President.

iv) Complain in writing to the Hospital-Association Committee within twenty (20) calendar days of the alleged improper assignment. The Chair of the Hospital-Association Committee shall convene a meeting of the -Hospital-Association Committee within fifteen (15) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties and report the outcome to the parties.

v) Prior to the complaint being forwarded to the Independent Assessment Committee, the Union may forward a written report outlining the complaint and recommendations to the Chief Nursing Executive.

For professionals regulated by the RHPA, other than nurses, the Union may forward a written report outlining the complaint and recommendations to the appropriate senior executive as designated by the Hospital.

vi) Any settlement arrived at under 8.01 (a) iv) or v) shall be signed by the parties.

(Article 8.01(a) (vii),(viii), (ix) and (x) and 8.01(b) applies to nurses only)

vii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Hospital-Assocation 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.

viii) 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.

ix) It is understood and agreed that representatives of the Ontario Nurses' Association, including the Labour Relations Officer(s), may attend meetings held between the Hospital and the Union under this provision.

x) Any complaint lodged under this provision shall be on the form set out in Appendix 6. Alternately, the local parties may agree to an electronic version of the form and a process for signing.

(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 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 Union is of the opinion that such delegation would be inimical to proper patient care, the Union may refer the issue to the Hospital-Association 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*, she or he shall be treated in a manner consistent with this Article.

ARTICLE 9 – PROFESSIONAL DEVELOPMENT

9.01 Continuous professional development is a hallmark of professional nursing practice. As a self-regulating profession, nursing recognizes the importance of maintaining a dynamic practice environment which includes ongoing learning, the maintenance of competence, career development, career counselling and succession planning. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing education activities; certification programs; independent learning committee participation. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development.

9.02 Committee

(a) There shall be a committee to address the planning of professional development initiatives for nurses as described in Article 9.01. This committee shall include representatives of the Hospital, one of whom shall be the Chief Nursing Officer or designate and another, a Human Resources representative; and of the Union, one of whom shall be the Bargaining Unit President or designate. The number of representatives is set out in the Appendix of Local Provisions. The membership of the Committee may be adjusted by mutual agreement, but at least fifty (50%) percent will be elected by the Union membership. The parties may agree to incorporate other disciplines into the Committee. The Hospital agrees to pay for time spent during regular working hours for representatives of the Union attending such meetings, and will provide replacement staff where needed for such absences. Where a nurse is required to attend such meetings outside of her or his regularly scheduled working hours, the nurse shall be paid for all time spent in attendance at such meetings at either her or his regular straight time hourly rate of pay or elect to receive lieu time off. Where a nurse elects 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.

(b) The Committee shall meet every two (2) months unless otherwise agreed. 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 otherwise agreed. Copies of the record shall be provided to Committee members.

(c) The parties agree that the following key principles will provide direction for the committee functioning:

i) Professional development will be recognized;

ii) All nurses will have equal access to professional development opportunities;

iii) Responsibilities for professional development will be shared between the individual and the Hospital.

(d) The purpose of the committee is to assist the Hospital in promoting a practice environment that supports continuous learning and enhances opportunities for career development through:

i) Reviewing annually the organization's strategic directions and priorities which impact on nursing competencies including the budget and expenditures related to nursing education. Through the Chief Nursing Officer, provide recommendations with respect to professional development initiatives in the development of the Hospital Operating Plan;

ii) Reviewing the demographics of the nursing complement;

iii) Developing guidelines for the development, implementation and evaluation of professional development initiatives;

iv) Developing means to promote equal access to professional development opportunities including, but not limited to programs (such as conferences, seminars and workshops), funding, scheduling, leaves, mentoring roles and preceptorship;

v) Reviewing and making recommendations regarding professional development initiatives, including but not limited to mentorship and internship;

vi) Reviewing and making recommendations regarding the existing nursing continuing education programs; and on the use of technology to enhance access;

vii) Developing and implementing an ongoing communication plan to advise nurses about the work of this committee.

9.03 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.

9.04 Before assigning a newly hired nurse in charge of a nursing unit, the Hospital will first provide orientation, in accordance with Article 9.03, 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.

9.05 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.

9.06 Both the Hospital and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union 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.

9.07 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.

Part-time nurses will be credited with seniority and service for all such hours paid as provided above while in attendance at such courses.

9.08 (a) Nurses may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of Ontario *Accountability Standards for RN's and RPN's Working with Students.* Nurses will be informed in writing of their responsibilities in relation to these students and will be provided with what the Hospital determines to be appropriate training. 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. Upon request, the Hospital will review the nurse's workload with the nurse and the student to facilitate successful completion of the assignment.

(b) Nurses are expected, as part of their regular duties, to provide guidance and advice to members of the health care team.

(c) Mentorship

Nurses may, from time to time, be assigned a formal mentorship role for a designated nurse. Mentorship is a formal supportive relationship between two (2) nurses, which results in the professional growth and development of an individual practitioner to maximize her or his clinical practice. The relationship is time limited and focused on goal achievement. Orientation to the organization or general functioning of the unit does not constitute mentorship.

After consultation with the nurse being mentored and the mentor, the Hospital will identify the experiences required to meet her or his learning needs, will determine the duration of the mentorship assignment and expectations of the mentor, and appropriate training**.** During the consultation process, the Hospital will review the mentor's workload with the mentor and the nurse being mentored to facilitate successful completion of the mentoring assignment.

The Hospital will provide, on a regular basis, all nurses with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the local parties. The Hospital selects and assigns the mentor for a given mentoring relationship. At the request of any nurse, the Hospital will discuss with any unsuccessful applicant ways in which she or he may be successful for future opportunities.

The Hospital will pay the nurse for this assigned additional responsibility a premium of sixty cents (60¢) per hour, in addition to her or his regular salary and applicable premium allowance.

9.09 Internships

The Hospital may establish internships for the purpose of meeting future projected nursing shortages and/or providing career opportunities where there are no internal qualified candidates for job postings. In such circumstances, the implementation and guidelines of such an arrangement will be determined locally by the Hospital and the Union subject to the following:

Internships are designed to develop the Hospital's staff in order to fill positions for which there are currently no qualified internal candidates and/or for which shortages are predicted within a five (5) year period. Internships enable hospitals to maximize the use of qualified internal staff to meet their human resources needs, while at the same time providing career development opportunities for their employees.

To provide direction to the local parties in developing and implementing internship(s) the Ontario Nurses' Association and Participating Hospitals have agreed to the following principles:

(a) The Hospital will establish the expectations for each internship opportunity;

(b) There will be an open application process for internship opportunities;

(c) The opportunities will be open to currently employed nurses who can demonstrate continuous learning, and a commitment to the Hospital;

(d) Nurses who are selected for internship opportunities will commit to continued employment on a mutually determined basis;

(e) Initiatives to support selected candidates may include but are not limited to:

i) No loss of regular wages while attending a requisite course

ii) Paid course fees

iii) Paid time for clinical practicums in the Hospital or another clinical site

iv) Any other initiatives, as agreed.

(f) Part-time nurses will be credited with seniority and service for all such hours paid while participating in these initiatives as provided above.

9.10 The Hospital undertakes to notify the Union 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 Union 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 then 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 10.08 will apply.

9.11 Where computers and/or new computer technology (e.g. computer charting) are introduced into the workplace that nurses are required to utilize in the course of their duties, the Hospital agrees that necessary training will be provided at no cost to the nurses involved.

9.12 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. A request by a

nurse for a copy of other documents in her or his file will not be unreasonably denied.

Notwithstanding Article 9.13, upon review of the file, should the nurse believe that any counselling letter is no longer applicable, she or he may request that such documentation be removed. Such request shall not be unreasonably denied.

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

9.13 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.

9.14 The Peer Feedback Process of the Quality Assurance Program Required by the College of Nurses of Ontario

The above referenced Peer Feedback is confidential information which the nurse is expected to obtain by requesting feedback from peer(s) of her or his choice, for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College of Nurses of Ontario. The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program. For further clarity, the above referenced Peer Feedback will not be used as a performance evaluation under Article 9.12.

9.15 A nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario.

The period of the leave will include a scheduled night shift that extends into the day of the examination and any scheduled shift commencing on the day of the examination**.**

Part-time nurses will be credited with seniority and service for all such hours paid as provided above for the purpose of writing such exams.

ARTICLE 10 – SENIORITY

10.01 (a) i) Newly hired nurses shall be considered to be on probation for a period of seventy (70) tours worked from date of last hire (525 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 seventy (70) tours (525 hours) worked. With the written consent of the Hospital, the probationary nurse and the Bargaining Unit President of the Local Union or designate, such probationary

period may be extended. Where the Hospital requests an extension of the probationary period, it will provide notice to the Union at least seven (7) 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 Union of the basis of such extension with recommendations for the nurse's professional development**.**

ii) The parties recognize that ongoing feedback about the nurse's progress is important to the probationary nurse.

(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. Seniority on such lists will be expressed in terms of a date.

(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 10.07 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 nurses 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 Bargaining Unit President of the Local Union, or designate, on request but not more frequently than once every six (6) months at a time to be mutually determined**.** At the same time, a copy of the seniority list shall also be posted and made available to the nurses on each unit, in a manner and location determined by the local parties. Where available, Hospitals will include the nurses' work unit on the seniority list.

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. For the purpose of job posting competitions only, full-time or part-time seniority, once converted to a date, shall not precede the nurse's date of hire.

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* and the *Employment Standards Act)*.

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. In circumstances where a full-time nurse is on an unpaid leave of absence in excess of thirty (30) calendar days and voluntarily works occasional tour(s) during the leave period, the nurse shall be deemed to have continued on unpaid leave.

Notwithstanding this provision, seniority shall accrue 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 thirty-five (35) 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 fifty-two (52) 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* and the *Employment Standards Act***.**

10.05 Seniority for part-time nurses shall accrue for absences due to a disability resulting in WSIB benefits, or illness or injury in excess of thirty (30) consecutive calendar days. The rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the nurse is not absent due to vacation, pregnancy-parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

10.06 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;

(f) fails to return to work (subject to the provisions of 10.06 (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;

10.07 (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. Where a vacancy under this provision has remained unfilled for a period of six (6) months from the date of the initial posting, and the employer still requires the position to be filled, it will be reposted as noted above.

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. Where a vacancy under this provision has remained unfilled for a period of six (6) months from the date of the initial posting, and the employer still requires the position to be filled, it will be reposted as noted above.

iii) A copy of all job postings will be provided to the local Union 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 (6) 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 10.07 (a) and (b), and the names of the successful applicants, will be posted, with a copy provided to the Union**.** The Hospital will provide the Union with a list of unfilled previously posted vacancies at least every six (6) months. The Union will also be advised of any posted positions that have been rescinded by the Hospital in the preceding month. Unsuccessful applicants will be notified. The local parties will ensure that there is a means of notifying the unsuccessful applicants in a timely manner.

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 Article 10.07 (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 or transferred, the Hospital will attempt, during the first sixty (60) tours (450 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**.** If the nurse requests the Hospital will give due consideration to returning the nurse to the nurse's former position, provided that the former position has not been filled or eliminated. Such request shall not be unreasonably denied. Notwithstanding the level of entry to practice (baccalaureate degree in nursing) which will become effective in 2005, the Hospital will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

(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. Where the Local parties agree, full-time nurses may be considered for temporary full-time vacancies on the same basis as regular part-time nurses. A list of all vacancies expected to be sixty (60) days or more that were filled in the preceding month under this provision, including the names of the nurses selected and the anticipated duration of the vacancy, will be provided to the Union.

(e) The Hospital shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the nurse selected to fill the vacancy to be assigned to the job.

(f) A nurse selected as a result of a posted vacancy or a Request for Transfer need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of her or his selection. This does not apply to nurses applying for vacancies or requesting a transfer to full-time or regular part-time positions posted in accordance with Article 10.07 that are on their unit.

(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.

10.08 (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 Union 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 Union 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 Union 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 Union 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 five (5) months written notice of the proposed layoff or elimination of position; and

ii) provide to the affected employee(s), if any, no less than four (4) 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 Union 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.

10.09 (a) 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.

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

Prior to implementing a short-term layoff on a unit, nurses will first be offered, in order of seniority, the opportunity to take vacation day(s), utilize any compensating/lieu time credits or to take unpaid leaves in order to minimize the impact of a short-term layoff.

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

(A) accept the layoff; or

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

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

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

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

(A) accept the layoff; or

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

(C) elect to transfer to a vacant position provided that she or he is qualified to perform the available work; or

(D) 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.

iii) In all cases of layoff:

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

(B) 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 10.07. Where the nurse refuses the opportunity to return to her or his former position the nurse shall advise the Hospital in writing.

(C) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.

(D) All regular part-time and full-time nurses represented by the Union 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.

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

(F) Casual part-time nurses shall not be utilized while full-time or regular part-time nurses remain on layoff, unless the provisions of Article 10.10 have been complied with or unless the matter is covered by local scheduling.

(G) 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.

(H) In this Article (10.09), a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.

(I) 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.

(c) i) 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 the necessary training up to sixteen (16) 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 nurse’s stated preference.

ii) 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 sixteen (16) weeks to nurses, in order of seniority, to enable them to become qualified to perform the available work.

iii) 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.

10.10 Full-time and regular part-time nurses shall be recalled in the order of seniority unless otherwise agreed between the Hospital and the local Union, 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 vacancy that is anticipated to exceed sixty (60) calendar days shall be considered a recall from layoff for purposes of Article 10.06(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 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.

10.11 (a) A nurse who is transferred to a position outside of the bargaining unit for a period of not more than three (3) months, or is seconded to teach for an academic year shall not suffer any loss of seniority, service or benefits.

A nurse who is transferred to a position outside of the bargaining unit for a period of more than three (3) months, but not more than one (1) year shall 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.

A nurse must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.

(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) 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.

(d) The Hospital agrees that it will not make work assignments that violate the purpose and intent of this provision. The Hospital will advise the local Union of the names of any nurses performing the duties of positions outside of the bargaining unit pursuant to Articles 10.11 and/or 19.04 (b), the date the assignment commenced, the area of assignment and the duration of such assignments.

10.12 (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.

(c) Article 10.12(b) 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. It is agreed that ad hoc usage of agency nurses (RN) will not exceed the lesser of 2% of the total bargaining unit hours or the Hospital's actual usage for 2005-2006 base fiscal year. The Hospital will make ongoing best efforts to reduce any use of agency nurses. The Hospital will provide the Union, on a quarterly basis, with satisfactory reporting respecting the use of agency nurses and the percentage that use represent of total bargaining unit hours worked (RN). Details of the reporting to be agreed upon by the local parties where applicable. The Union may, at its expense arrange for an audit of the information provided and the employer will cooperate in that audit process. Any use of Agency nurses beyond 2% in a fiscal year will result in a payment to the Union of 38 cents per hour of agency use above 2% to be determined annually at the end of each fiscal year.

10.13 To minimize the adverse impact of integration on employees, the parties agree that a standardized approach to Human Resources Adjustment Planning should be used, including the development of provincial standards or principles.

For the purposes of this Article, the parties agree that 'integrate', 'integration' and 'health service provider' have the same meaning as defined by the *Local Health*

System Integration Act. Throughout this agreement, the words rationalization, consolidation or integration may be used interchangeably.

In the event of a health service integration or rationalization with another service provider, the Employer and the Union agree to be guided by the following principles:

(a) the Hospital shall notify affected nurses and the Union as soon as a formal decision to rationalize or integrate is taken;

(b) the Hospital shall provide the Union with pertinent financial and staffing information and a copy of any reorganization plans which impact on the bargaining unit relating to the rationalization or integration of services.

(c) the Hospital and the Union shall begin discussions concerning the specifics of the rationalization or integration forthwith after a decision to rationalize or integrate is taken;

(d) as soon as possible in the course of developing a plan for the implementation of the rationalization or integration, the Hospital shall notify affected nurses and the Union of the projected staffing needs, and their location, which are anticipated to result; notice to affected nurses and the Union shall include the estimated number and types of positions anticipated to be available, and their location, as the result of the rationalization or integration.

(e) If services in the Hospital are to be reduced, transferred or eliminated as the result of rationalization or integration, 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;

(f) if a rationalization or integration is anticipated to result in a loss of employment for nurses at another service provider by reason of the establishment of a new unit or the enlargement or extension of services at the hospital:

i) in the period before an integration or rationalization takes place, where a permanent vacancy occurs and has not been filled after Article 10.07 has been complied with, the vacancy shall be filled by the senior qualified employee of the other service provider 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;

ii) when the integration or rationalization takes place, and when nurses formerly employed by the other service provider or providers 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. Following implementation of the rationalization or integration, 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 service provider at which such nurses were formerly employed, nurses whose wages were not identical to a wage step on the Hospital's grid shall be moved to the next higher step. Where the transferring nurse's salary exceeds the range maximum, the nurse's salary will be maintained;

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 Union 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;

iv) Hours of work shall be those of the Hospital;

v) A nurse who has been transferred to the Hospital and who has not completed her or his probationary period at the service provider where she or he was formerly employed shall receive credit for her or his 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;

(g) If an integration or rationalization is anticipated to result in the creation of employment for nurses at another service provider by reason of the establishment of a new unit or the enlargement, transfer or extension of services at that service provider:

i) notice of positions at the other service provider shall be posted at the hospital for a period of seven (7) consecutive calendar days. Nurses in this bargaining unit and nurses in other ONA bargaining units at the Hospital, if any, may make written application for such vacancy within the seven (7) day period referred to herein.

ii) Nurses shall be selected for positions 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 or transferred, the Hospital will attempt, during the first sixty (60)

tours (450 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.

(h) Nothing in the foregoing shall be deemed to limit or restrict the parties rights under the *Labour Relations Act, 1995*, the *Local Health System Integration Act* or the *Public Sector Labour Relations Transition Act, 1997*, as may be amended from time to time.

10.14 (a) Local Human Resource Plans will apply to Health Services Restructuring Commission directives and integrations, provided that in the case of integrations, this Article will apply only to a hospital which is also bound by this collective agreement as well as the Local Human Resources Plan. In other circumstances, the balance of this Article will apply.

(b) Before issuing notice of long-term layoff pursuant to Article 10.08(e)(ii), and following notice pursuant to Article 10.08(e)(i)**,** the Hospital will make offers of early retirement allowance in accordance with the following conditions:

i) The Hospital will first make offers in order of seniority on the unit(s) where layoffs would otherwise occur.

ii) The Hospital will make offers to nurses eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the hospital pension plan).

iii) If no nurses on the unit affected accept the offer, the Hospital will then extend the offer to other nurses in the bargaining unit in order of seniority.

iv) The number of early retirements the Hospital approves will not exceed the number of nurses who would otherwise be laid off.

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.

v) Effective October 1, 2002, if a nurse(s) on the unit referred to in paragraph (i) does not accept the offer, the Hospital will then extend the offer, in order of seniority, to eligible nurses in the unit where a nurse who has been notified of a long-term lay-off elects to displace in accordance with Article 10.09 (b) ii) (D) and one subsequent displacement. The Hospital is not required to offer early retirement allowances in accordance with this provision on any subsequent displacements i.e., the offer shall follow the displaced nurse, to a maximum of two displacements.

(c) Where a nurse has received individual notice of long-term layoff under Article 10.08 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, she or he 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.

10.15 The Hospital and the Union will utilize the services of such 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 Union.

ARTICLE 11 - LEAVES OF ABSENCE

11.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Chief Nursing Officer, 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 Union Business

The Hospital agrees to grant leaves of absence, without pay, to nurses selected by the Union to attend Union business including conferences, conventions and Provincial Committee meetings and to any nurse elected to the position of Local Co-ordinator. The cumulative total leave of absence, the amount of notice, the number of nurses that may be absent at any time from one area and the number of days (including those of the Local Co-ordinator) 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 Union 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 Union. The Hospital will bill the local Union within a reasonable period of time. Part-time nurses will receive service and 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 nurse during such leave of absence. Leave of absence under this provision shall be in addition to the Union 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 Union 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 Union 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 two (2) year terms. Notwithstanding Article 10.04, there shall be no loss of service or seniority for a 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 Union 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 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, grandparent of spouse or grandchild. A nurse shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew. "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.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding three (3) days in total, in order to accommodate religious and cultural diversity.

Part-time nurses will be credited with seniority and service for all such leave.

11.06 Jury & Witness Duty

(a) 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 in connection with a case arising from the nurse's duties at the hospital, or is required to attend a coroner's inquest in connection with a case arising from the nurse's duties at the hospital, the nurse shall not lose service/seniority or regular pay because of such attendance and shall not be required to work the night shift prior to, or on the day of such duty provided that the nurse:

i) notifies the Hospital immediately on the nurse's notification that she or he will be required to attend court;

ii) presents proof of service requiring the nurse's attendance;

iii) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

In addition, where a full-time nurse or regular part-time nurse is selected for jury duty for a period in excess of one (1) week, she or he shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the nurse shall be returned to that point on her or his former schedule that is considered appropriate by the Hospital. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

(b) Where the Hospital requires a nurse to attend any meetings in preparation for a case or legal proceedings which either arises from a nurse's employment with the Hospital or otherwise involves the Hospital, the Hospital will make every reasonable effort to schedule such meetings at the Hospital during the nurse's regularly scheduled hours of work. If the nurse is required to attend such meetings outside of her or his regularly scheduled hours, the nurse shall be paid for all hours spent in such meetings at her or his regular straight time hourly rate of pay.

Part-time nurses will be credited with seniority and service for all such hours paid as provided above while in attendance at such meetings.

11.07 Pregnancy Leave

(a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. A

nurse who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months' duration, inclusive of any parental leave.

(b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.

(c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case 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.

(f) 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 normal weekly hours for a part-time employee shall

be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

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.

Effective April 1, 2007, the employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the full duration of the pregnancy leave in addition to pension contributions if applicable.

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 thirty-five (35) 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%) percent 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 in receipt of such benefits for a maximum period of ten (10) weeks (effective March 5, 2007 increase maximum period to twelve (12) weeks). The nurse's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

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.

Effective April 1, 2007, the employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the that portion of the parental leave for which SUB payments are being made, i.e. 12 weeks, in addition to pension contributions if applicable.

NOTE: (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.

11.09 Education Leave

The parties acknowledge that the responsibility for professional development is shared between the nurse and the Hospital. In this regard, the local parties will endeavour to provide flexible work schedules to accommodate the nurse's time off requirements.

(a) Leaves of absence, without pay, for the purposes of furthering professional nursing career development may be granted on written application by the nurse to the Chief Nursing Officer, Supervisor or designate. Requests for such leave will not be unreasonably denied.

(b) A full-time or regular part-time nurse shall be entitled to leave of 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 in which nurses are enrolled to enhance their nursing qualifications.

For greater clarity, the period of the leave shall include the night shift prior to and any scheduled shifts commencing on the day of the examination as long as payment under this clause does not result in payment for more than one regularly scheduled shift.

The nurse agrees to notify the immediate manager of the date of the examination as soon as possible after she or he has become aware of the date of the exam.

(c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars to further professional nursing career development may be granted at the discretion of the Hospital upon written application by the nurse to the Chief Nursing Officer, Supervisor or designate.

(d) Regular part-time nurses will be credited with seniority and service for all such hours paid for writing examinations, attending courses, workshops or seminars to further career development as provided above.

NOTE: (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.

11.10 Professional leave with pay 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 Nurses.

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*, she or he shall be treated in a manner consistent with this Article.

Regular part-time nurses who are elected to the College of Nurses will be credited with seniority and service for all such hours paid as provided above.

11.11 Pre-Paid Leave Plan

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

(a) The plan is available to nurses wishing to spread four (4) 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 Chief Nursing Officer 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 Union and the Hospital.

(d) Written applications will be reviewed by the Chief Nursing Officer, 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 Chief Nursing Officer 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:

i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 11.11 of the Collective Agreement.

ii) The period of salary deferral and the period for which the leave is requested.

iii) The manner in which the deferred salary is to be held.

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

11.12 Secondments

(a) 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.

(b) The Hospital shall seek the Union’s agreement to establish secondment arrangements. Such agreement shall not be unreasonably denied. The terms and conditions will be established by agreement of the parties.

A nurse who is seconded to another Employer, for a period not greater than one (1) year, shall not suffer any loss of seniority, service or benefits for the duration of the secondment.

Notwithstanding Article 10.12, the parties also agree that a hospital may allow a nurse from another Employer to be seconded to the hospital for a period not greater than one (1) year. It is understood that this nurse remains the employee of the sending Employer and is subject to the terms and conditions of employment of that Employer. If the seconded nurse is not covered by an ONA collective agreement, the Hospital will ensure that the Union receives the equivalent of the dues remittance for all such workers.

11.13 (a) Family Medical Leave will be granted in accordance with the *Employment Standards Act* for up to eight (8) weeks within a twenty-six (26) week period.

(b) A nurse who is on Family Medical Leave shall continue to accumulate seniority and service and the Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the nurse is participating during the leave.

(c) Subject to any changes in a nurse's status which would have occurred had he or she not been on Family Medical Leave, the nurse shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

11.14 Military Leave

A nurse will be granted unpaid leave without loss of seniority in order to meet any obligations pertaining to the Canadian Military Reserve. The nurse will give as much notice as reasonably possible.

ARTICLE 12 - SICK LEAVE AND LONG-TERM DISABILITY

(Articles 12.01 to 12.11 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. Effective January 1, 2006, new hires will be covered under the 1992 Hospitals of Ontario Disability Income Plan.

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 parties may agree to voluntarily cash out existing sick leave banks. 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 October 23, 1981;

(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 October 23, 1981;

(d) Where a payout provision existed under the former sick leave plan in the Collective Agreement, a nurse who, as of the date of this award, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by The Workplace Safety and Insurance Board as compensable within the meaning of the *Workplace and Safety Insurance 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 WSIB benefits.

12.04 When a nurse has completed any portion of her or his regularly scheduled tour prior to going on sick leave benefits or WSIB benefits, the nurse shall be paid for the balance of the tour at her or his regular straight time 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 Any dispute which may arise concerning a nurse's entitlement to short-term or long-term benefits under HOODIP or an equivalent plan may be subject to grievance and arbitration under the provisions of this Agreement. The Union agrees that it will encourage a nurse to utilize the carrier's medical appeals process, if any, to resolve disputes.

12.06 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.

12.07 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.

12.08 The Hospital will notify each nurse of the amount of unused sick leave in her or his bank annually.

12.09 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.

12.10 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

12.11 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 WSIB benefits for a period longer than one complete tour or more may apply to the Hospital for payment equivalent to the lesser of the benefit the nurse would receive from WSIB 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 WSIB benefits 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 12.12, 12.13 and 12.14 apply to both full-time and part-time nurses)

12.12 Nurses returning to work from an illness or injury compensable from the Workplace Safety and Insurance Board will be assigned light work as necessary, if available.

12.13 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.

12.14 If the Employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate.

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

ARTICLE 13 - HOURS OF WORK

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

Subject to Article 13.02 below:

(a) The normal daily tour shall be seven and one-half (7 1/2) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (1/2) hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 14.

(b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour on the basis of fifteen (15) minutes for each half tour. The scheduling of meal periods and relief periods shall be determined by local negotiations.

(c) The regular daily tours of duty of a full-time nurse shall average five (5) days per week over the nursing schedule determined by the Hospital. 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.

(e) The Hospital shall not enter into any agreement with employees under Section 17 (2) of the *Employment Standards Act, 2000* that conflicts with the collective agreement.

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.

13.03 Innovative Unit Scheduling

Schedules other than those included in Articles 13.01 and 13.02 may be developed in order to improve quality of working life, support continuity of patient care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules may be determined locally by the Hospital and the Union subject to the following principles:

(a) Such schedules shall be established by mutual agreement of the Hospital and the Union;

(b) These schedules may pertain to full-time and/or part-time nurses;

(c) The introduction of such schedules and trial periods, if any, shall be determined by the local parties and recorded in the Appendix of Local Provisions. Such schedules may be discontinued by either party with notice as determined within the Appendix of Local Provisions;

(d) Upon written agreement of the Hospital and the Union, the parties may agree to amend collective agreement provisions to accommodate any innovative unit schedules.

13.04 Unit Weekend Schedule

A unit weekend schedule may be developed in order to meet the Hospital's need for weekend staff, and individual nurses' preference for a weekend work schedule.

A unit weekend schedule is defined as a schedule in which a full-time nurse works a weekly average of thirty (30) hours and is paid for 37.5 hours at her or his regular straight time hourly rate. The schedule must include two 11.25 hour tours, which fall within a weekend period as determined by the Hospital and the Union. A nurse working a weekend schedule will work every weekend except as provided for in the provisions below.

If the Hospital and the Union agree to a unit weekend schedule, the introduction of that schedule and the manner in which the position(s) are filled, shall be determined by the local parties and recorded in the Appendix of Local Provisions. This unit schedule may be discontinued by either party with notice as determined within the Appendix of Local Provisions. The opportunity for an individual nurse to discontinue this schedule shall be resolved by the local parties:

(a) Weekend and shift premiums shall not be paid;

(b) Vacation Bank

Vacation entitlement is determined by Article 16.01. For the purposes of Article 16.01(f), hours worked or credited as paid leave will be based on an accelerated rate of 1.25 hours credit for each hour worked.

Mechanism for the vacation bank is determined by current local practices.

Drawing from the vacation bank will occur at an accelerated rate of 1.25 paid hours for every hour taken as vacation (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid).

Vacation must be taken as a full weekend off (i.e. Saturday and Sunday). The maximum number of weekends off cannot exceed the week entitlement level determined by Article 16.01.

Single vacation days may be taken on weekdays, which need not be in conjunction with the Saturday and Sunday. Single vacation days may be taken on the weekend, provided no replacement is required.

Cash-out and carry-over provisions for the bank will be defined locally.

Article 16.05(a), (b) and (c) do not apply.

(c) Paid Holiday Bank

Nurses qualify in accordance with the collective agreement. The paid holidays are identified in the Local Appendix.

Credit to the paid holiday bank will occur on the date of the holiday.

Drawing from the paid holiday bank will occur at an accelerated rate of 1.25 hours paid for every hour taken (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid).

If a nurse works on a paid holiday as defined by the local parties, she or he will receive one and one-half (1-1/2) pay for all hours worked on a holiday. The nurse will not receive a lieu day. Article 14.04 also applies.

The holiday bank can be used as income replacement for absences due to illness or for lieu time off on a weekday.

Cash-out and carry-over provisions for the bank will be resolved locally.

(d) Sick Leave

The nurse may utilize the paid holiday bank as income replacement for absences due to illness, as described in Article (c) above.

The nurse is eligible for long-term disability benefits as described in Article 12. A nurse will not receive pay for the first seventeen (17) weeks of any period of absence due to a legitimate illness. Subject to the availability of paid holiday banked hours, the nurse will be eligible for Employment Insurance for weeks three (3) through seventeen (17) for any absence due to a legitimate illness. The Hospital will provide the nurse with sixty-five (65%) percent of her or his regular earnings for weeks eighteen (18) through thirty (30) for any absence due to a legitimate illness.

The nurse may utilize her or his sick leave bank available under Article 12.03 for unpaid absences due to illness and Employment Insurance top-up in accordance with the formula for converting hours as described in Article 10.03.

Nurses may be required to provide medical proof of illness for any absence of a scheduled shift, which is neither vacation nor an approved leave of absence. It is agreed and understood that Article 18.04 will apply in these circumstances.

The provision of medical certificates shall be subject to Article 12.14.

(e) Leaves of Absence

Article 11 applies for both paid and unpaid leaves. For the purposes of an unpaid 11.25 hour shift, the deduction from pay shall equate to 14.05 hours. For the purposes of an unpaid 7.5 hour shift, the deduction from pay shall equate to 9.375 hours.

(f) Tour Exchange

Weekend tour exchanges will be permitted only between weekend tour nurses. Weekday tour exchanges will be permitted provided the Hospital does not incur additional costs.

In all instances of tour exchange, the tours must be of the same duration.

(g) Overtime

Overtime will begin to accrue after sixty (60) hours in a two (2) week period averaged over the scheduling period determined by the local parties.

Overtime will apply if the nurse works in excess of the normal daily hours.

Payment for overtime is as in Article 14.01(a).

(h) Scheduling Provisions

The scheduling and premium provisions relating to consecutive weekends off in the Local Appendix do not apply to nurses who accept positions under this provision.

(i) Christmas Period

The local provisions relating to scheduling during this period will apply, except as modified to confirm that the weekend tour nurse will continue to work weekends during this period.

13.05 Individual Special Circumstance Arrangements

Notwithstanding Article 2.04, the Hospital and the Union may agree in certain circumstances, the schedule of an individual full-time nurse may be adjusted to enable an average weekly work assignment of 30 to 37.5 hours.

(a) Such an arrangement shall be established by mutual agreement of the Hospital and the Union and the nurse affected. The parties agree that the arrangement applies to an individual, not to a position.

(b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Hospital and the Union. The nurse will retain full-time status, including but not limited to seniority and service.

The parties agree that for pension purposes, there will be no reduction in the normal 37.5 hours per week pension contributions made by a nurse and/or the Hospital under this provision**,** nor shall there be proration of Extended Health Care, Semi-Private or Dental benefits.

(Note: If the above proposal is satisfactory to HOOPP and Revenue Canada)

Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the event that the nurse affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.

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 except on a paid holiday the nurse shall receive two (2) times her or his 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. Where a nurse is called back from standby and works in excess of the hours of a normal shift on her or his unit, 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 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 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 three dollars and twenty cents ($3.20) 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 and seventy cents ($3.70) 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.

Effective April 1, 2007, 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 three dollars and thirty cents ($3.30) 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 four dollars and ninety cents ($4.90) 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 The regular straight time hourly rate for a full-time or part-time nurse will be the hourly rate in the wage schedule set forth in Article 19.01(a).

14.09 Where a full-time 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 full-time 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 full-time 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.

The application of this clause for part-time nurses will be determined by the local parties.

14.10 A nurse shall be paid a shift premium of one dollar and thirty cents ($1.30) per hour for each hour worked which falls within the hours defined as an evening shift and one dollar and fifty-five cents ($1.55) 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.

Effective April 1, 2007, a nurse shall be paid a shift premium of one dollar and forty cents ($1.40) per hour for each hour worked which falls within the hours defined as an evening shift and one dollar and sixty-five cents ($1.65) 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 (1-1/2) of the nurse's regular straight time hourly rate will be paid for all hours worked on the nurse's next shift worked.

Where less than forty-eight (48) hours notice is given personally to the nurse for the cancellation of a shift that was added to her or his schedule, time and one half (1-1/2) the nurse's straight time hourly rate will be paid on the nurse's next shift worked. This shall not include shifts added to her or his schedule within the same forty-eight (48) hour notice period unless the employer paid such premiums under an existing practice as of March 31, 2004.

Where a nurse is cancelled without the required notice on two (2) or more separate occasions prior to working her or his next shift(s), premium pay under this provision will be extended to subsequent shifts worked, such that the number of premium paid shifts equal the number of such separate occasions.

Where a shift that attracts premium pay pursuant to this provision 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 on that tour.

(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 (1-1/2) of the nurse's regular straight time hourly rate will be paid for all hours worked on the nurse's next shift worked.

Where less than twenty-four (24) hours notice is given personally to the nurse for the cancellation of a shift that was added to her or his schedule, time and one half (1-1/2) the nurse's straight time hourly rate will be paid on the nurse's next shift worked. This shall not include shifts added to her or his schedule within the same twenty-four (24) hour notice period unless the employer paid such premiums under an existing practice as of March 31, 2004.

Such changes shall not be considered a lay off.

Where a nurse is cancelled without the required notice on two (2) or more separate occasions prior to working her or his next shift(s), premium pay under this provision will be extended to subsequent shifts worked, such that the number of premium paid shifts shall equal the number of such separate occasions.

Where a shift attracts premium pay pursuant to this provision is otherwise a premium paid tour, she or he will be paid two (2) times

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

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.

(c) Where a hospital is encountering problems around the provision of personal notice to nurses, the parties will endeavour to resolve these concerns at the Hospital-Association Committee.

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 kilometre or hospital policy whichever is greater 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. Effective April 1, 2007, 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 six dollars ($6.00) 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. Effective April 1, 2007, 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 six dollars ($6.00) if the Hospital is unable to provide the hot meal.

14.15 A nurse shall be paid a weekend premium of one dollar and seventy cents ($1.70) 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.

Effective April 1, 2007, a nurse shall be paid a weekend premium of one dollar and eighty cents ($1.80) 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 WSIB benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the Workers' Compensation Benefits and the holiday pay.

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

15.04 Subject to Article 15.02:

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

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

15.05 A nurse required to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1-1/2) the nurse's regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 14.04. In addition, the nurse will receive a lieu day off with pay in the amount of her 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 (1-1/2) 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) Effective at the commencement of the current vacation year, employees who have completed thirteen (13) 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-two (22) 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.

(f) Employees who have completed twenty-eight (28) 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 seven (7) weeks' with seven (7) weeks' pay (262.5 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.

NOTE: Effective September 8, 2005, employees who have supplemental vacation (additional 5 vacation days after 30 years of continuous service and additional 5 vacation days after 35 years of continuous service) which was previously earned prior to the effective date of the 7 weeks of vacation entitlement awarded on September 8, 2005, shall be entitled to utilize their remaining supplemental vacation, if any.

(g) 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%
7 week entitlement - 14%

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 date of

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

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

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

This clause applies to nurses 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 sick leave.

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

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

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

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

(Articles 16.06 to 16.08 and the Note following Article 16.08 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%
7 week entitlement	- 14%

NOTE 1: Effective September 8, 2005, employees who have supplemental vacation

(additional 2% vacation pay upon completion of 45,000 hours of continuous service and additional 2% vacation pay upon completion of 52,500 hours of continuous service) which was previously earned prior to the effective date of the 7 weeks of vacation entitlement awarded on September 8, 2005, shall be entitled to utilize their remaining supplemental vacation, if any.

NOTE 2: For clarity purposes, vacation time relating to the above will be set out in the Appendix of Local Provisions.

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.

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.

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

16.10 A vacation request, which has been submitted by the nurse and then approved by the Hospital, may not be cancelled by the Hospital without the consent of the nurse.

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. Effective April 1, 2007 the deductibles will be $22.50 (single) and $35.00 (family). In addition to the standard benefits, coverage will include hearing aids (maximum $300/person); vision care (maximum $200 every 24 months); and Drug Formulary 3.

In addition to the above vision care shall include one eye exam per insured person every 24 months.

Extended Health Care benefits includes chiropractic, massage therapy and physiotherapy (maximum of $300/insured person annually for each service). Superior benefits are to be maintained in those hospitals where payment for one or more of these services is covered.

Effective April 1, 2007, reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest prices therapeutically equivalent of the generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

(d) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible nurses in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect. 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) <u>Hospitals of Ontario Voluntary Life Insurance Plan</u>

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

(f) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the 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 and provide for recall oral examination to be covered once every nine (9) months (adults only); complete and partial dentures at 50/50 co-insurance to $1000 maximum per person annually; add Blue Cross Rider #4 – (Crowns, bridgework and repairs to same) at 50/50 co-insurance to $1000 maximum per person annually; and orthodontics 50/50 co-insurance with $1000 maximum per insured lifetime providing the balance of the monthly premiums are paid by the employees through payroll deductions.

Effective March 5, 2007 the crowns and bridgework dental benefit increases to $1,500 per person annually

Effective March 5, 2007 the lifetime orthodontic benefit increases to $1,500 per insured

(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.

For those employees transferring from part-time to full-time, there will be no waiting period for benefits, except as provided by the plan, if the part-time employee has over 450 hours worked. Where the nurse has not worked more than 450 hours, she or he will be given credit for those hours worked from date of hire.

Benefits Age 65 and Older

Semi-private hospital insurance and extended health care benefits will be extended to active full-time nurses from the age of sixty-five (65), and up to the nurse's seventieth (70th) birthday, on the same cost share basis as applies to those nurses under the age of sixty-five (65).

(h) The Hospital will provide to all employees who retire on or after January 1, 2002 and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Employer the full amount of the monthly premiums, in advance.

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

17.03 The Hospital may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Hospital will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. The Hospital will provide the Union with a summary document outlining the differences, if any, between the levels of benefits provided by the existing and new carrier plans.

17.04 All present nurses enrolled in the Hospital's Pension Plan shall maintain their enrolment in the Plan (Hospitals of Ontario Pension Plan or another Pension Plan) subject to its terms and conditions. New nurses and nurses employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.

17.05 The Hospital shall continue to pay the premiums for benefit plans under Articles 17 and 12 for nurses who are on paid leave of absence or on WSIB 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 Employment Insurance Period) or on Long Term Disability to a maximum of 30 months from the time the absence commenced, or for retirees who are in receipt of Pension Permanent Disability Benefits 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.

Note: For clarification, “retirees” includes nurses who were on sick leave, LTD or WSIB prior to receipt of Pension Permanent Disability Benefits.

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 Union for inspection.

(b) The Hospital shall notify the Union 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 Union with a copy of all current information booklets provided to the nurses.

17.08 <u>Employment Insurance Rebate</u>

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

17.09 The parties agree to establish a Benefits Review Subcommittee which will include four representatives from the Union and four representatives from the Participating Hospitals to discuss the terms of the benefit plans (other than pensions) provided under the collective agreement 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.

17.10 The Hospital agrees that part-time nurses may pay, through payroll deductions, for full premium costs of the ONA sponsored benefit program, provided that an individual Hospital's systems can accommodate this. The ONA sponsored benefit plan will provide the Hospital with an administrative rebate, if any.

The Hospital will make no payroll deductions for such benefits in months in which the employee has insufficient earnings. In this circumstance, the employee is responsible for making the full payment to the ONA sponsored benefit plan.

The Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

The parties agree to give the Hospital appropriate time to establish the payroll deduction process. Once established the payroll deduction process for part-time benefits through the ONA sponsored program will be communicated to the Union and the part-time nurses. The Hospital will facilitate access to part-time nurses by providing available benefit literature and other communications as appropriate.

ARTICLE 18 – MISCELLANEOUS

18.01 Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Union and sufficient copies will be provided to the Hospital and the local Union, as requested. The cost of printing the Collective Agreement**,** including the printing of the French Translation, will be shared equally by the Hospital and the local Union. The cost of the French translation will be shared equally by the Union and the Participating Hospitals.

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 Union and provide copies to the Union.

18.07 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patients and nurses. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

(a) Nurses shall, subject to the following, be required to be vaccinated for influenza.

(b) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during a nurse's working hours. In addition, nurses will be provided with information, including risks and side effects, regarding the vaccine.

(c) Hospitals recognize that nurses have the right to refuse any required vaccination.

(d) If a nurse refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the nurse is cleared to return to work. If a nurse is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.

(e) If a nurse refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the nurse will be paid. It is further understood and agreed that Article 18.04 applies in these circumstances. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other nurses.

(f) If a nurse gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.

(g) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to nurses free of charge.

(h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

18.08 Within fourteen (14) days of receipt of a written request from the nurse, the Hospital will provide the nurse with a letter detailing her or his employment dates, length of service and experience at the Hospital.

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 regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Nurses at hospitals shall be as follows:

Classification - Registered Nurse

	Effective April 1, 2006	Effective April 1, 2007
Start	24.51	26.80
1 Year	25.49	27.20
2 Years	26.84	27.65
3 Years	28.16	29.01
4 Years	29.50	30.38
5 Years	31.17	32.10
6 Years	32.83	33.81
7 Years	34.52	35.55
8 Years	36.87	38.07
25 Years	37.62	38.74

NOTE 1: The above adjustments resolve the issue of Pay Equity maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity maintenance without any specific reference to male comparators. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

(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 provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood

and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

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

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

19.02 A 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 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 Certificate of Registration to the Chief Nursing Officer 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*, she or he shall be treated in a manner consistent with this Article.

19.03 A nurse is required to present to the Chief Nursing Officer 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**,** unless the Hospital uses the College of Nurses of Ontario automated registration process. 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*, she or he shall be treated in a manner consistent with this Article.

19.04 (a) A nurse who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification so that the nurse shall receive no less an increase in salary than the equivalent of one step in the salary range of the previous classification (provided that it does not exceed the salary range of the classification to which the nurse has been promoted) and the nurse shall retain her 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*, she or he 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 forty cents ($1.40) 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*, she or he 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 seventy cents (70¢) per hour in addition to her or his regular salary and applicable premium allowance.

Effective April 1, 2007, 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 one dollar ($1.00) per hour in addition to her or his regular salary and applicable premium allowance.

19.05 Claim for 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. Once established consistent with this provision, credit for related experience will be retroactive to the nurse's date of hire. The nurse shall co-operate with the Hospital by providing verification of previous experience so that her or his related clinical experience may be determined and evaluated during her or his probationary period. Having established the related clinical experience, the Hospital will credit a new nurse with one (1) annual service increment for each year of experience (for part-time nurses, experience will be calculated pursuant to the formula set out in Article 16.03) up to the maximum of the salary grid.

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. For full-time nurses the Hospital shall give effect to part-time nursing experience, and for part-time nurses the hospital shall give effect to full-time nursing experience.

NOTE: For greater clarity, related nursing experience includes related nursing experience out of province and out of country.

19.06 (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.)

19.07 (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.

19.08 (a) When a new classification in the bargaining unit is established by the Hospital or the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall advise the Union of such new or changed classification and the rate of pay established. The Hospital will also provide the Union with any available information on the job posting, job profile, and salary scale of the classification. If requested, the Hospital agrees to meet with the Union 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 Union challenges the rate established by the Hospital and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 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 Union 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.

19.09 Education Allowance

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

19.10 All provisions except the general wage increase are effective on the date of the award, March 5, 2007, unless otherwise provided.

Retroactivity will be paid within four full pay periods of March 5, 2007 on the basis of hours paid. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital may pay retroactivity as part of the regular pay. In such circumstances, the Hospital undertakes that the rate of income tax on the retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

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 the date of the award 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 Union 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 Union 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 10.07.

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 Union and the Participating Hospitals agree to establish a committee consisting of two (2) representatives of the Union 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, 2008 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 Participating Hospitals and the Ontario Nurses' Association will meet to determine the procedures to be followed.

ARTICLE 23 - APPENDICES

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

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

Appendix 7 Letters of Understanding

Letter of Understanding Re Workload Measurement Tools

Letter of Understanding Re Mentorship Guidelines

Letter of Understanding Re Paid Education Leave

Letter of Understanding Re Part-time Voluntary Benefits

Letter of Understanding Re Supernumerary Positions

Letter of Understanding Re HOODIP Redesign

APPENDIX 1
O.N.A. GRIEVANCE FORM

ONTARIO NURSES' ASSOCIATION
ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO

GRIEVANCE REPORT / RAPPORT DE GRIEF

ONA LOCAL SECTION LOCALE DE L'AIIO	EMPLOYER EMPLOYEUR		
GRIEVOR PLAIGNANTE			
DEPARTMENT SERVICE		GRIEVANCE NO. N° DU GRIEF	

STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
1.	
2.	
3.	

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

SETTLEMENT REQUESTED / RÈGLEMENT DEMANDÉ

SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:	SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA RÉP. DE L'AIIO:

STEP ONE PREMIÈRE ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
STEP TWO DEUXIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
STEP THREE TROISIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR

ON-09 REV. 01/2000

DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - ONA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR
DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AIIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE

APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY

ASSESSMENT COMMITTEE - CHAIRPERSONS

1. Ms. Joan Edwards
Special Advisory Nursing Services
First Nations and Inuit Health Branch
1547 Merivale Road
3rd Floor
Nepean, ON K2G 4V3

2. Ms. Pat Hall
Applied Arts and Health Services
School of Health Services, Seneca College
13990 Dufferin Street
King City, ON L7B 1B3

3. Ms. Darlene Steven
Adjunct Professor, School of Nursing
Laurentian University
935 Ramsey Lake Road
Sudbury, ON P3E 2C6

APPENDIX 6 -
ONA PROFESSIONAL RESPONSIBILITY

ONA PROFESSIONAL RESPONSIBILITY – WORKLOAD REPORT FORM GUIDELINES AND TIPS ON ITS USE

The parties have agreed that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner. The Collective Agreement provides a problem solving process for nurses to address concerns relative to patient care. This report form provides a tool for documentation to facilitate discussion and to promote a problem-solving approach.

THE FOLLOWING IS A SUMMARY OF THE PROBLEM SOLVING PROCESS AS OUTLINED IN THE COLLECTIVE AGREEMENT. PRIOR TO SUBMITTING THE WORKLOAD REPORT FORM, PLEASE FOLLOW ALL STEPS AS OUTLINED IN THE COLLECTIVE AGREEMENT.

STEPS IN PROBLEM SOLVING PROCESS

1) **At the time the workload issue occurs,** discuss the matter within the Unit/Area/Program to develop strategies to meet patient care needs using current resources. If necessary, using established lines of communication, seek immediate assistance from an individual identified by the Employer (e.g. team leader/charge nurse/co-ordinator/supervisor) who has responsibility for timely resolution of workload issues.

2) Failing resolution of the workload issue at the time of the occurrence, discuss the issue with your Manager (or designate) on the Manager's or designate's next working day.

3) If no satisfactory resolution is reached during steps (1) and (2) above, then you may submit a professional responsibility workload report form to the Employer-Association Committee within fifteen (15) calendar days of the alleged improper assignment. (SEE REVERSE SIDE.)

4) As per the Collective Agreement, the Employer-Association Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

5) If the issue is not resolved at the meeting in (4) above, the form may be forwarded to an Independent Assessment Committee within the requisite number of days of the meeting in (4) above, as outlined in your Collective Agreement.

6) The Association and the Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure.

TIPS FOR COMPLETING THE FORM

1) Review the form before completing it so you have an idea of what kind of information is required.
2) Print legibly and firmly as you are making multiple copies.
3) Use complete words as much as possible. Avoid abbreviations.
4) As much as possible, you should report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
5) Identify the CNO standards of practice/policies and procedures you feel you were unable to meet.
6) Do not, under any circumstances, identify patients/residents.

LIGNES DIRECTRICES ET CONSEILS POUR LE FORMULAIRE DE RAPPORT DE LA SURCHARGE DE TRAVAIL - RESPONSABILITÉ PROFESSIONNELLE A.I.I.O.

Les parties conviennent que les soins aux patients se trouvent améliorés lorsque les problèmes concernant la pratique professionnelle, l'état de santé des patients, les fluctuations de la charge de travail et des effectifs sont solutionnés de manière prompte et efficace. La convention collective fournit aux infirmières une méthode de résolution de problème en permettant un dialogue sur la question de la qualité des soins prodigués aux patients/residents. Ce formulaire de rapport sert d'outil de documentation en facilitant la discussion et encourageant une méthode active de résolution.

CE QUE SUIT EST UN SOMMAIRE DE LA MÉTHODE DE RESOLUTION DE PROBLÈME TELLE QUEDÉCRITE DANS LA CONVENTION COLLECTIVE. AVANT DE SOUMETTRE LE FORMULAIRE DE RAPPORT SUR LA SURCHARGE DE TRAVAIL, VEUILLEZ SUIVRE TOUTES LES ÉTAPESCONFORMEMENT À LA CONVENTION COLLECTIVE.

ÉTAPES À SUIVRE POUR LA MÉTHODE DE RÉSOLUTION DE PROBLÈME

1) **Au moment de l'occurrence de la surcharge de travail,** discutez-en parmi vos pairs de l'Unite/du Servive/du Programme afin de réévaluer les tâches et les effectifs présents pour répondre aux exigences de soins à prodiguer. Si nécessaire, prévenez immédiatement votre gestionnaire responsable présent en l'informant de la situation et des besoins requis pour solutionner la problématique de façon prompte et efficace.

2) Advenant l'échec d'un règlement à l'étape 1, abordez la question avec votre directrice des soins (ou autre personne designee à cette fonction) dès son retour au travail.

3) Si les etapes (1) et (2) ci-dessus ne sont pas corrigées à votre satisfaction, vous pouvez soumettre le formulaire de rapport de la surcharge de travail au comité Patronal/Syndical dans les quinze (15) jours civils suivant la date de l'événement conflictuel. (VERSO)

4) Conformément à la convention collective, le comité Patronal/Syndical révisera la plainte et tentera de solutionner la situation.

5) À defaut de résoudre la plainte lors de la réunion du comité (4) ci-dessus, le formulaire peut tre acheminé **à un** comité d'évaluation independant en autant que les délais requis pour l'envoi soit respectés selon les termes prescrit par la convention collective.

6) Les parties Patronale et Syndical peuvent convenir mutuellement de prolonger les délais d'envoi de la plainte à toutes les étapes de la méthode de résolution de probleme.

CONSEILS POUR COMPLÉTER CE FORMULAIRE

1) Révisez le formulaire avant de le compléter afin de vous aider à identifier la nature de l'information requise.
2) Écrivez lisiblement et en appuyant fermement afin d'obtenir des copies de bonnes qualités.
3) Employez des mots complets autant que possible. Évitez les abréviations.
4) Rapportez les faits dont vous avez été témoin. Si vous fournissez de l'information venant d'une autre personne ou divulguée par oui-dire, identifiez votre source en autant que la personne soit consentante.
5) Identifiez les normes de pratique, les politiques et procedures de l'Ordre des infirmiers et infirmieres de l'Ontario qui,
à votre avis, n'ont pas été respecté du à la surcharge de travail.

6) Respectez la confidentialité, n'identifiez ni les patients, ni les résidents.

PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM / FORMULAIRE DE RAPPORT DE LA RESPONSABILITÉ PROFESSIONNELLE SUR LA SURCHARGE DE TRAVAIL

(Please Print / Lettres Moulées S.V.P.)

SECTION 1: GENERAL INFORMATION / GÉNÉRALITÉS

Name(s) of Employee(s) Reporting / Nom(s) des Employé(e)(s): _____ _____

_____ _____ _____

Employer: / Employeur: _____

Unit/Area/Program: / Unité/Service/Secteur: _____

Date of Occurrence: / Date de l'Événement: _____

Time: / Heure: _____

☐ 7.5 Hr. Shift / Quart de 7,5 hre ☐ 11.25 Hr. Shift / Quart de 11,25 hre

Name of Supervisor: / Nom du Surveillant: _____

Date/Time Submitted: / Date et heure de soumisson: _____

SECTION 2: DETAILS OF OCCURRENCE / DÉTAILS DE L'ÉVÈNEMENT

Provide a concise summary of the occurrence / Faites une brève description de la situation: _____

_____

_____

_____

_____

_____

_____

Check One / Cochez une seule case: ☐ Is this an isolated incident? / Est-ce un incident isolé? ☐ An ongoing problem? / Une situation perpétuelle?

SECTION 3: WORKING CONDITIONS / CONDITIONS DE TRAVAIL

In order to effectly resolve workload issues, please provide details about the working conditions **at the time of occurrence** by providing the following information:
Pour régler efficacement les questions concernant la surcharge de travail, veuillez fournir les détails sur les conditions de travail **au moment de l'évènement** avec les informations suivantes:

# Regular Staff / # Effectif permanent:	☐ RN / I.A.	☐ RPN / IAA	☐ Unit Clerk / Commis d'unité	☐ Service Support / Personnel de soutien
# Actual Staff / # Effectif réel:	☐ RN / I.A.	☐ RPN / IAA	☐ Unit Clerk / Commis d'unité	☐ Service Support / Personnel de soutien
Agency / Registry RN / I.A. d'agence-registre:	☐ Yes / Oui	☐ No / Non	☐ How many? / Combien? _____	
Junior Staff* / Effectif junior*:	☐ Yes / Oui	☐ No / Non	☐ How many? / Combien? _____	
RN Staff Overtime / Effectif I.A. Hr Supp.:	☐ Yes / Oui	☐ No / Non	☐ If yes, how many staff? Si oui, combien de personnel? _____	Total Hours / Hres totales _____

** as defined by your unit/area/program / *selon la définition de votre unité/service/secteur.*

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply:
S'il y avait une pénurie de personnel au moment de l'évènement, (y compris personnel de soutien) veuillez cocher les case qui s'appliquent à la situation:

☐ Absence/Emergency Leave / Absence/Congé d'urgence ☐ Sick Call(s) / Maladie(s) ☐ Vacancies / Postes vacants

SECTION 4: PATIENT CARE FACTORS CONTRIBUTING TO THE OCCURRENCE / FACTEURS SUR LES SOINS AUX PATIENTS QUI ONT CONTRIBUÉ À L'ÉVÈNEMENT

Please check off the factor(s) you believe contributed to the workload issue: / Veuillez cocher le(s) facteur(s) qui, selon vous, ont contribué à la question de surcharge de travail:

☐ Change in patient acuity. Provide details:
Changement de l'état de santé des patients. Expliquez: _____

_____

_____

☐ Shortage of beds / Manque de lits

☐ Patient cencus at time of occurrence:
Recensement des patients au moment de l'événement: _____

☐ Number of Admissions:
Nombre d'admissions: _____

☐ Number of Discharges
Nombre de congés _____

☐ Lack of equipment/malfunctioning equipment. Please specify:
Manque d'équipement / équipement défectueux. Veuillez préciser: _____

☐ Visitors/Family Members
Visiteurs/Membre de famille

☐ Non-nursing Duties: (Please Specify)
Tâches non liés aux soins infirmiers: (Veuillez préciser)

☐ Other: (Please specify)
Autre: (Veuillez préciser) _____

_____

_____

SECTION 5: REMEDY /RÈGLEMENT

(A) At the time the workload issue occurred, did you discuss the issue within the unit/area/program? ☐ Yes / Oui ☐ No / Non
Au moment où la question de la surcharge de travail s'est présentée, en avez-vous discuté au sein de l'unité/du service/du programme?

Provide Details: / Expliquez: _____

Was it resolved? / A-t-elle été résolue? ☐ Yes / Oui ☐ No / Non

(B) Failing resolution at the time of the occurrence, did you seek assistance from the person designated by the employer as having responsibility for timely resolution of workload issues? ☐ Yes / Oui ☐ No / Non
Advenant l'incapacité à régler la situation présente de la surcharge de travail, avez-vous cherché l'aide de votre supérieur immédiat pour une solution rapide de la questions?

Provide Details: / Expliquez: _____

Was it resolved? / A-t-elle été résolue? ☐ Yes / Oui ☐ No / Non

(C) Did you discuss the issue with your manager (or designate) on her/his next working day? ☐ Yes / Oui ☐ No / Non
Avez-vous discuté de la question avec votre directrice (ou désignée) lors de son retour au travail?

Provide Details: / Expliquez: _____

Was it resolved? / A-t-elle été résolue? ☐ Yes / Oui ☐ No / Non

SECTION 6: RECOMMENDATIONS / RECOMMANDATIONS

Please check-off one or all of the areas you believe should be addressed in order to prevent similar occurrences:
Veuillez cocher les cases ci-dessous que vous croyez qu'il faut aborder pour empêcher la répétition de ces évènements:

☐ Inservice / Perfectionnement prof. ☐ Orientation / Orientation ☐ Review nurse/patient ratio / Revisez le rapport infirmière/patient
☐ Change unit lay-out/Changez la disposition de l'unité ☐ Float/casual pool / Groupe occasionnel/volant ☐ Review policies & procedures / Revisez politiques et procédures
☐ Change Start/Stop times of shift(s). Please specify:
Changement d'heure d'entrée/de fin de quart de travail. Veuillez préciser: _____
☐ Review Workload Measurement Statistics
Revisez les statistiques de mesure de la charge de travail
☐ Perform Workload Measurement Audit
Exécutez une vérification de l'outil de mesure de la charge de travail
☐ Adjust RN staffing
Ajustez les effectifs d'I.A.
☐ Adjust support staffing
Ajustez les effectifs en personnel de soutien
☐ Replace sick calls
Remplacez les personnes absentes à cause de maladie
☐ Equipment (Please specify): / Équipement (Veuillez préciser): _____
☐ Other: / Autre: _____

SECTION 7: MANAGEMENT COMMENTS / COMMENTAIRES DE LA DIRECTION

Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable:
Veuillez fournir toutes les informations et commentaires en réponse à ce rapport, y compris toute action prise pour corriger la situation, si applicable:

_____

_____

_____

Management Signature: / Signature de la direction: _____ Date/Date: _____

SECTION 8: EMPLOYEE SIGNATURES / SIGNATURES DES EMPLOYÉES

I/We do not believe the response adequately addresses our concerns. I/We therefore request these concerns be forwarded to the Employer-Association Committee in accordance with the collective agreement.
Je crois/Nous croyons que les mesures prises sont insuffisantes pour régler la situation. Je demande/Nous demandons donc que la question soit portée devant le comité Patronal/Syndical en conformité avec la convention collective.

Signature: / Signature: _____ Phone No.: / N° de tél: _____

Signature: / Signature: _____ Phone No.: / N° de tél: _____

Signature: / Signature: _____ Phone No.: / N° de tél: _____

Date Submitted: / Date de soumission: _____

(1) Manager/Chief Nursing Officer (or designate) / (1) Directrice/Infirmière en chef (ou désignée)

FORM PRC-1 26/09/02

APPENDIX 7

LETTER OF UNDERSTANDING

RE: MENTORSHIP GUIDELINES

"Mentorship" is a new addition to the central Hospital Collective Agreement, and is addressed in Article 9.08 (c). These guidelines are intended to assist the parties in implementing mentorship arrangements in accordance with the requirements of the collective agreement.

Definition

- Mentorship is a formal supportive relationship between two nurses, which enhances the professional growth and development of a nurse to maximize her or his clinical practice.

- Mentorship involves a three-way arrangement between the hospital, the nurse being mentored and the nurse doing the mentoring. The mentoring relationship is:
  - time limited,
  - focused on goal achievement, and
  - unique to each mentorship experience.

- The hospital, the nurse being mentored and the nurse doing the mentoring are expected to clearly understand the goals/expectations of the mentorship relationship. Goals are individually determined based on the learning needs of the nurse being mentored, and, as such, may not be consistent for all nurses. The length of each mentorship arrangement will be individually defined dependent upon the goals for each nurse being mentored. Mentoring assignments will normally consist of full tours, however, it is also possible that mentorship assignments can be for less than a full tour and/or scheduled on an intermittent or one-time basis. It is also possible that more than one mentor may be assigned to a mentee during the course of a mentorship arrangement.

Mentorship does not include:

- Supervising the activities of students. Supervision of the activities of students is covered in Article 9.08 (a).

- Providing guidance and advice to members of the multi-disciplinary health care team. This is addressed in Article 9.08 (b). Interaction with other nurses and other multi-disciplinary colleagues is an expected role responsibility for nurses.

- Orientation to the organization or general functioning of the unit. This may include activities such as:
  - WHIMIS training, the fire lecture, equipment location, generic hospital policies, introduction to staff and the general layout of the unit etc.

- The employer's historical use of titles or terms does not define a mentor for the purposes of Article 9.08 (c). We acknowledge, however, that while mentorship is new to the collective agreement, mentorship arrangements are not new to nursing or hospital workplaces. Accordingly, existing titles or terms may, or may not, meet the conditions of Article 9.08 (c).

Key Elements

- A mentorship relationship includes the nurse doing the mentoring to:
  - plan the mentorship experience based on the learning needs of the nurse being mentored, including the identification and co-ordination of learning opportunities with other health care providers;
  - assess the ongoing competence/development of competencies of the nurse being mentored, including assessments of competence gaps, risk management in relation to patient care, and co-ordination of learning experiences;
  - assist the nurse being mentored to effectively meet patient care needs;
  - be responsible for the management of learning for the nurse being mentored;
  - participate in direct skill transfer where there is responsibility for the management of learning for the nurse being mentored;
  - evaluate the learning experience of the nurse being mentored throughout the duration of the mentorship relationship, including the provision of written and/or verbal reports to management regarding progress towards goal achievement.

- It is recognized that the mentor and the nurse being mentored may not be together at all times during the mentorship period.

- The Hospital will pay the nurse for doing this assigned responsibility [mentoring] a premium of sixty (60) cents per hour, in addition to her or his regular salary and applicable premium allowance.

- The Hospital will review the workload of the mentor and the nurse being mentored to facilitate successful completion of the mentorship assignment.

Implementation

- A Hospital may implement a mentorship relationship at any time during a nurse's employment when:
  - the nurse is experiencing difficulty in meeting standards of practice;
  - the nurse has a competency gap;
  - one-on-one management of the learning experience from an expert/ experienced nurse will be of assistance.

Mentoring may be implemented in various circumstances such as new hires to a unit; a nurse returns from a layoff or leave of absence (including sick leave or long term disability) or for purposes of cross-training. This list is not all-inclusive and, as such, other circumstances may arise where the Hospital determines that a nurse requires mentoring.

- The decision to implement a mentorship experience as a mechanism to assist a nurse to meet standards of practice is the responsibility of the employer.

- The Hospital will provide, on a regular basis, all nurses with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the local parties. The Hospital selects and assigns the mentor for a given mentoring relationship.

- At the request of any nurse, the Hospital will discuss with any unsuccessful applicant ways in which she or he may be successful for future opportunities.

- The mentorship plan/arrangement for each mentoring relationship should be documented.

Evaluation

In addition to the evaluation of the effectiveness of specific mentorship arrangements in relation to pre-established goals and expectations:

- The Committee responsible for addressing professional development issues for nurses pursuant to Article 9.02 will be responsible for reviewing and making recommendations regarding the application of, and effectiveness of, mentorship relationships within the hospital.

- The employer also has a responsibility for evaluating the effectiveness of mentorship arrangements and, therefore, review and evaluation of arrangements should be conducted on a regular basis.

Note: it is mutually understood that these guidelines are "without prejudice" to either parties' position with respect to the role of a nurse whose job duties normally include responsibility for teaching and/or educating other nurses**.**

LETTER OF UNDERSTANDING

RE: WORKLOAD MEASUREMENT TOOLS

The Participating Hospitals agree to establish a provincial working group with ONA consisting of at least 5 representatives from each side to develop workload measurement tool(s) and nurse staffing plans.

The working group will have access to expertise and resources as appropriate.

The working group will commence meeting within 3 months of the date of the award. The work should include selection of the initial areas where workload measurement tools and nurse staffing plan processes will be piloted.

The working group will arrange its activities in order to endeavour to arrive at recommendations for the parties in advance of the next round of negotiations or such longer period as the working group may agree.

The Union will support the efforts of the Participating Hospitals to secure participation from the Nursing Secretariat, the Nursing Research Unit (NRU) and funding Ministry of Health and Long Term Care (MOHLTC) and share solutions with these bodies.

The time spent by the ONA members on the working group will be deemed time worked and ONA members will be compensated at their regular straight time hourly rate. ONA members on the working group will be granted such time off as is deemed necessary to participate in the work.

LETTER OF UNDERSTANDING

RE: PAID PROFESSIONAL LEAVE DAYS

The "paid professional leave days" to which nurses may be entitled is a local issue in the current round of bargaining.

NOTE: This issue cannot be referred to local issue interest arbitration.

LETTER OF UNDERSTANDING

RE: PART-TIME VOLUNTARY BENEFITS

If the local parties agree, the Hospital will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17. It is understood and agreed that the part-time employees would pay the Employer the full amount of the monthly premiums, in advance.

NOTE: Part-time voluntary benefits are not arbitrable in local negotiations.

LETTER OF UNDERSTANDING

RE: SUPERNUMERARY POSITIONS

The Hospital may introduce supernumerary positions to be offered to newly graduated nurses. Where such positions are introduced, the following will apply:

1. Only so many positions will be created as are covered by government funding for supernumerary positions;

2. Newly graduated nurses are defined as those nurses who have graduated from a nursing program or refresher program within the last year;

3. Positions will be created first on medical or surgical units and may thereafter, if there is sufficient funding, be expanded to other clinical areas;

4. No appointment will be made to a supernumerary position without prior discussion with the local Association as to where the supernumerary nurses will be assigned, what will be expected of them, and what mentoring arrangement will apply (see 7 below);

5. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 10.07;

6. Such nurses will be full-time and covered by the full-time collective agreement;

7. Such nurses will be in formal mentorship arrangements in accordance with Article 9.08(c) and the Letter of Understanding on Mentoring;

8. The duration of such supernumerary appointments will be for the period of funding (currently 7.5 months) or such other period as the local parties may agree;

9. Such nurses will not be permitted to transfer out of the supernumerary position on the unit for the duration of the supernumerary appointment;

10. Such nurses can apply for posted positions after the probationary period is completed but cannot transfer until completion of the supernumerary appointment;

11. If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, she/he will be reclassified as casual part-time and this will not be considered a lay-off and the nurse will not be reassigned;

12. The Hospital bears the onus of demonstrating that such positions are supernumerary;

13. The Association will be provided with such written information as it may reasonably require regarding each supernumerary position;

14. In the event of a layoff in the area of assignment of the supernumerary nurse, either the Hospital or the Local Association may require that the supernumerary nurse shall be first laid off.

LETTER OF UNDERSTANDING

RE: HOODIP REDESIGN

ONA agrees to establish a provincial working group with the Participating Hospitals consisting of at least 5 representatives from each side to investigate sick leave utilization and the Hospitals' proposed changes to HOODIP with a view to addressing the Hospitals' concerns and to make recommendations to the parties on appropriate changes to be made to HOODIP.

The working group will have access to expertise and resources as appropriate.

The working group will commence meeting within 3 months of the date of the award.

The working group will arrange its activities in order to endeavour to arrive at recommendations for the parties in advance of the next round of negotiations or such longer period as the working group may agree.

The time spent by the ONA members on the working group will be deemed time worked and ONA members will be compensated at their regular straight time hourly rate. ONA members on the working group will be granted such time off as is deemed necessary to participate in the work.

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Expiry Date: March 31, 2008

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DATED AT_____, Ontario, this _____day of _____, 2007.

FOR THE UNION

FOR THE HOSPITALS