

**COLLECTIVE AGREEMENT**

Between:

**PERTH AND SMITHS FALLS DISTRICT HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

**Full Time and Part Time Nurses**

**EXPIRY: March 31, 2004**

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## ARTICLE I – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the nurses covered by this Agreement; to provide for on-going means of communication between the Association and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that nurses wish to work together with the Hospital to secure the best possible nursing care and health protection for patients. Appropriate committees have been created under this Agreement to work towards this objective.
- NOTE: In this collective agreement, where the context otherwise requires, the word "nurse(s)" shall include employees in affiliated bargaining units who are represented by the Ontario Nurses' Association.

## ARTICLE 2 - DEFINITIONS & GRADUATE NURSES

- 2.01 A registered nurse is a nurse who holds a General Certificate of Registration with the College of Nurses of Ontario in accordance with the ***Regulated Health Professions Act***, and ***the Nursing Act***.
- NOTE: Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to the ***Regulated Health Professions Act***, 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 General Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, but in any case not longer than two years from her or his date of hire, she 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) A nurse who holds a Temporary Certificate of Registration will be classified, for purposes of salary, at a level equal to the level previously accorded to the graduate nurse category under the collective agreement which expired March 31, 1996.
- (b) A nurse who was employed at the Hospital prior to October 23, 1981 in the capacity of graduate nurse and who continues to be employed in that capacity will be classified, for purposes of salary, at a level equal to the

level accorded to the graduate nurse category under the collective agreement which expired March 31, 1996.

- 2.04 A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 13.
- 2.05 A regular part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article 13 and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time nurses shall be considered casual nurses. The predetermined basis upon which the commitment to be available is made shall be determined in local negotiations.
- The definitions shall not have the effect of changing the composition of any existing bargaining units. The Hospital shall not refuse to accept an offer from a nurse to make a commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual nurses so as to restrict the number of regular part-time nurses.
- 2.06 This combined agreement contains provisions applicable to full-time nurses and provisions applicable to part-time nurses. The combination of the agreements shall not have the effect of changing the composition of any existing bargaining units nor shall it have the effect of conferring representation rights where such rights do not presently exist. The scope of the applicable bargaining unit is set out in the Appendix of Local Provisions.

### **ARTICLE 3 – RELATIONSHIP**

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 Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any nurse because of the nurse's membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her or his rights under the Collective Agreement.
- 3.02 The Association agrees there will be no Association activity, solicitation for membership, or collection of Association dues on Hospital premises or during working hours except with the written permission of the Hospital or as specifically provided for in this Agreement.
- 3.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, family status, age, handicap, religious affiliation or any other factor which is not pertinent to the employment relationship. 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 handicap". ref: *Ontario Human Rights Code, Sec. 5 (2)*

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

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

- (c) "Every person has a right to be free from,
- i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
  - ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person". ref *Ontario Human Rights Code, Sec. 7 (3)*
- (d) 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.

NOTE: "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". ref: *Ontario Human Rights Code, Sec. 10 (1)*

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

#### **ARTICLE 4 - NO STRIKE, NO LOCKOUT**

4.01 The Association agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms

"strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

## **ARTICLE 5 - ASSOCIATION SECURITY**

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

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

If the failure to deduct dues results from an error by the Hospital, then, as soon as the error is called to its attention by the union, the Hospital shall make the deduction in the manner agreed to by the parties. 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 Association and the Vice-president, Finance of the Association shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deduction specified. 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 Association dues by the Hospital, the Association agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

5.05 The amounts so deducted shall be remitted monthly to the Vice-president, Finance of the Association, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Hospital shall provide a list of nurses from whom deductions were made, their work site (if the bargaining unit covers more than one site) and the nurses' social insurance numbers. The list shall also include deletions 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 Association. 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 Association or Union representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be



scheduled in advance as determined by local negotiation and may be arranged collectively or individually by the Hospital.

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

## **ARTICLE 6 - REPRESENTATION AND COMMITTEES**

### 6.01 Meetings

The parties recognize the value of nurses' input and participation in committee meetings. All joint Employer-Association 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 Association attending meetings with the Employer.

### 6.02 Nurse § & Grievance Committee

- (a) The Hospital agrees to recognize Association representatives to be elected or appointed from amongst nurses in the bargaining unit for the purpose of dealing with Association business as provided in this Collective Agreement. The number of representatives and the areas which they represent are set out in the Appendix of Local Provisions.
- (b) The Hospital will recognize a Grievance Committee, one of whom shall be chair. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement and the number of nurses on the Grievance Committee is set out in the Appendix of Local Provisions.
- (c) It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a union representative or member of the Grievance Committee is required to enter a unit within the hospital in which they are not ordinarily employed they shall, immediately upon entering such unit, report their presence to the supervisor or nurse in charge, as the case may be. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Hospital agrees to pay for all time spent during their regular hours by such representatives hereunder.

### 6.03 Hospital-Association Committee

- (a) There shall be a Hospital-Association Committee comprised of representatives of the Hospital, one of whom shall be the Chief Nursing Officer or designate and of the Association, 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) (i). 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;
  - 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.
- (d) The Hospital agrees to pay for time spent during regular working hours for representatives of the Association attending at such meetings.
- (e) Where a Committee representative designated by the Association 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 Association for the purpose of negotiating a renewal agreement. The number of nurses on the Negotiating Committee is set out in the Appendix of Local Provisions. The Hospital agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Hospital for a renewal agreement up to, but not including, arbitration.

(b) Central Negotiating Team

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

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

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

Time spent on such meetings will not be considered leave under Article 1 102, Leave for Association 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 Association 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 Association agrees to reimburse the Hospital in the amount of the full cost of such salary.

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

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

6.05 Joint Occupational Health and Safety Committee

- (a) The Hospital and the Association agree that they mutually desire to maintain standards of safety and health in the hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Occupational Health

and Safety Committee, at least one (1) representative selected or appointed by the Association from amongst bargaining unit employees.

Hospitals with sites of up to one hundred (100) nurses per site may choose to include a representative from the bargaining unit from each site, or have a separate Joint Occupational Health and Safety Committee at each site or to remain with the current structure.

Hospitals with sites of over one hundred (100) nurses per site will choose either to include a representative from the bargaining unit from each site, or to have a separate Joint Occupational Health and Safety Committee at each site, unless the parties agree otherwise.

- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to cooperate in providing necessary information to enable the Committee to fulfill its functions. In addition, the Hospital will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession.
- (e) Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for representatives to perform these duties shall be granted.

"A member of a committee is entitled to,

- i) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- ii) such time as is necessary to attend meetings of the committee; and
- iii) such time as is necessary to carry out [inspections and investigations under subsection 9 (26), 9 (27), and 9 (31) of the Act.] ref: *Occupational Health and Safety Act*, Sec. 9 (34)

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

- (g) The Association agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant

employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual pregnancy leave.

- (i) Where the Hospital identifies high risk areas where nurses are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the nurses.
- (j) At least one of the employees representing workers under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the Act, shall be from the Association. The parties agree that it will not be a breach of this provision if only one employee representing workers is trained to be a certified worker and such employee is not from the Association provided that the next employee representing workers trained to be a certified worker is from the Association.
- (k) "A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper". ref: *Occupational Health and Safety Act*, Sec. 9 (36)"[This provision] does not apply with respect to workers who are paid by the Agency for the time spent fulfilling the requirements for becoming certified". ref: Sec 9 (37)
- (l)
  - i) "This section does not apply to a [nurse]
    - (A) when a circumstance described below is inherent in the worker's work or is a normal condition of the worker's employment; or
    - (B) when the worker's refusal to work would directly endanger the life, health or safety of another person". ref: *Occupational Health and Safety Act*, Sec. 43 (1)
  - ii) "A worker may refuse to work or do particular work where he or she has reason to believe that,
    - (A) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
    - (B) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or
    - (C) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such contravention is likely to endanger himself, herself or another worker". ref: *Occupational Health and Safety Act*, Sec. 43 (3).

- NOTE: Issues relating to chairing of meetings and responsibility for the taking of minutes should be discussed locally with the Hospital and the other Unions representing employees of the Hospital.
- 6.06 The Association may hold meetings on Hospital premises providing permission has been first obtained from the Hospital.
- 6.07 The Association shall keep the Hospital notified in writing of the names of the union representatives and/or Committee members and Officers of the Local Association appointed or selected under this Article as well as the effective date of their respective appointments.
- 6.08 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 Association.
- The Local Association will advise the Hospital in writing of the name of the contact person(s) for the Local Association 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.

## **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 Association.

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 Association, 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 within nine (9) calendar days following the date of such meeting. A copy of the second step grievance reply will be provided to the Labour Relations Officer.

7.04

A complaint or grievance arising directly between the Hospital and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 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 Association.

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 effected. Such grievance shall be treated as a special grievance as set out below.

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

A claim by a nurse who has completed her or his probationary period that she or he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Hospital at Step No. 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 Association will be final and binding upon the Hospital and the Association and the nurses.

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

**7.10** 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***.
- 7.17** In order to promote the principles of a collaborative approach to resolving grievances in a timely effective manner, the Association and the Participating Hospitals agree to jointly develop education sessions designed to assist the local parties.

## **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 manager's or designate's next working day.
- iv) Complain in writing to the Association-Hospital Committee within fifteen (15) calendar days of the alleged improper assignment. The Chair of the Association-Hospital Committee shall convene a meeting of the Association-Hospital Committee within 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.

(Article 8.01(a) (v),(vi), (vii) and (viii) and 8.01(b) applies to nurses only)

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

- vii) 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 Association under this provision.
- viii) Any complaint lodged under this provision shall be on the form set out in Appendix 6.
- (b) i) The list of Assessment Committee Chairs is attached as Appendix 2. During the term of this Agreement, the central parties shall meet as necessary to review and amend by agreement the list of chairs of Professional Responsibility Assessment Committees.

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

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

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

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

NOTE: Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to the ***Regulated Health Professions Act***, 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 Association, 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 Association 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 Association 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 (a) Before assigning a newly hired full-time nurse in charge of a nursing unit, the Hospital will first provide orientation both to the Hospital and to such nursing unit. It is understood that such nurse may be assigned to any tour as part of the nurse's orientation program, providing such assignment is in accordance with any scheduling regulations or objectives contained in the Appendix of Local Provisions which forms part of this Collective Agreement.
- (b) Before assigning a newly hired part-time nurse in charge of a nursing unit, the Hospital will first provide orientation, in accordance with Article 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 Association recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Association supports the principle of its members' responsibility for their own professional development and the Hospital will endeavour to provide programs

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

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.

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. 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, the Hospital will identify the experiences required to meet her or his learning needs, and will determine the duration of the mentorship assignment and expectations of the mentor.

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 review the mentor's workload with the mentor and the nurse being mentored to facilitate successful completion of the mentoring assignment.

The Hospital will pay the nurse for this assigned additional responsibility a premium of sixty (60¢) cents 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. 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 (an) 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.

9.10

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

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

Nurses who are subject to layoff due to technological change will 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 10.07 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.

## **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 Association or designate, such probationary period may be extended. Where the Hospital requests an extension of the probationary period, it will provide notice to the Association at least 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 Association 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 Association, or designate, on request but not more frequently than once every six (6) months at a time to be mutually determined. A copy of the seniority list shall also be posted at the same time. 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.

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 **10.05** (e)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;

- (g) fails upon being notified of a recall to signify her or his intention to return within twenty (20) calendar days after she or he has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within thirty (30) calendar days after she or he has received the notice of recall or such further period of time as may be agreed upon by the parties;

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

Where a full-time employee on layoff is the successful candidate for a vacant part-time position, she or he shall retain recall rights to her or his former position in the full-time bargaining unit for a period of six (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 Association. The Association 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 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. 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.

- (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.
- (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 Association in local negotiations.

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

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

(e) Notice

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

- i) provide the Union with no less than 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 Association to review the following:

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

10.09

- (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;
  - 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 Association concerning the method of implementation of a layoff shall take precedence over the terms of this article. The unavailability of a representative of the Association shall not delay any meeting regarding layoffs or staff reductions.
  - (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 Association.
  - (D) All regular part-time and full-time nurses represented by the Association who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new nurse is hired into either category.
  - (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.

- (l) 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 Association, subject to the following provisions, provided that a nurse recalled is qualified to perform the available work:

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

on layoff who have expressed interest, and if no such full-time nurse accepts then to casual part-time nurses.

- (d) A nurse to whom an occasional or temporary vacancy is offered may accept or decline such vacancy and in either case shall maintain her or his position on the recall list.

The acceptance of a temporary 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 Association 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.

10.13

In the event of a rationalization or consolidation of any part of the services of the Hospital with those of another hospital or hospitals, the Hospital and the Association agree to implement the Guidelines for Employee Transfer Arrangements in Hospital Service Rationalization established by the Ontario Hospital Industry Labour Management Committee, to the extent possible within

the terms of this collective agreement. In implementing the Guidelines the parties will be guided by the following:

- (a) the Hospital shall notify affected nurses and the Association as soon as a formal decision to rationalize is taken (ref: Guidelines, paragraph 2);
- (b) the Hospital and the Association shall begin discussions concerning the specifics of the rationalization forthwith after a decision to rationalize is taken (ref: Guidelines, paragraph 3);
- (c) as soon as possible in the course of developing a plan for the implementation of the rationalization the Hospital shall notify affected nurses and the Association of the projected staffing needs, and their location, which are anticipated to result (ref: Guidelines, paragraph 6); notice to affected nurses and the Association shall include the estimated number and types of positions anticipated to be available, and their location, as the result of the rationalization (ref: Guidelines, paragraph 7);
- (d) if services in the Hospital are to be reduced or eliminated as the result of a rationalization, or if the employment of nurses is otherwise to be affected, the Hospital shall prepare a list of the affected nurses in order of seniority by jobs for which it considers such nurses are eligible. This list will be updated to reflect any changes due to employees leaving or entering the unit (ref: Guidelines, paragraph 7);
- (e) if a rationalization is anticipated to result in a **loss** of employment for nurses at another hospital by reason of the establishment of a new unit or the enlargement or extension of services at the Hospital:
  - i) in the period before a rationalization takes place, where a permanent vacancy occurs and has not been filled after Article 10.07 has been complied with, the vacancy shall be filled by the senior qualified employee of the other hospital who wishes to make an early transfer. A nurse taking such a position shall be treated as a transferring employee and not as a new hire (ref: Guidelines, paragraph 5);
  - ii) when the rationalization takes place, and when nurses formerly employed by the other hospital or hospitals involved are transferred to the Hospital, such nurses shall maintain their seniority dates and shall be placed on seniority lists at the Hospital accordingly. Thereafter they shall exercise seniority rights in accordance with this agreement (ref: Guidelines, paragraph 13). Following implementation of the rationalization, no nurse who has been transferred **to** the Hospital shall suffer a reduction in wages. If the wage grid in effect at the Hospital does not correspond to the grid in effect at the hospital at which such nurses were formerly employed, nurses whose wages were not identical to a wage step on the Hospital's grid shall be moved to the next higher step. Where the transferring nurse's salary exceeds the range maximum, the nurse's salary will be maintained (ref: Guidelines, paragraph 14);

- iii) nurses who have been transferred to the Hospital shall be subject to the benefit plans of the Hospital in the manner provided under the collective agreement. The retention, modification or abandonment of superior conditions and the provisions of sick leave plans, to which nurses who have been transferred to the Hospital were formerly subject, shall be negotiated between the Association and the Hospital. Nurses who have been transferred to the Hospital shall retain their former level of vacation entitlement or shall be entitled to the level provided by this agreement, whichever is the greater (ref: Guidelines, paragraph 15);
  - iv) Hours of work shall be those of the Hospital (ref: Guidelines, paragraph 16);
  - v) A nurse who has been transferred to the Hospital and who has not completed her or his probationary period at the Hospital where she or he was formerly employed shall receive credit for her 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 (ref: Guidelines, paragraph 17).
- 10.14
- (a) Local Human Resource Plans will apply to Health Services Restructuring Commission directives. 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 Association will utilize the services of HSTAP or such other labour adjustment service provider as the local parties may agree upon for purposes of a jobs registry and for counselling, adjustment, training and development services.

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

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

## **ARTICLE 11 - LEAVES OF** ↑

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 Association Business

The Hospital agrees to grant leaves of absence, without pay, to nurses selected by the Association to attend Association business including conferences, conventions and Provincial Committee meetings 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 Association agrees to reimburse the Hospital in the amount of the daily rate of the full-time nurse or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time nurse except for Provincial Committee meetings which will be reimbursed by the Association. The Hospital will bill the local Association within a reasonable period of time. Part-time nurses will receive 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 Association leave provided in Article 11.02 above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Hospital and the Association agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits.

## 11.04 Leave, President, O.N.A.

Upon application in writing by the Association on behalf of the nurse to the Hospital, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to three (3) consecutive 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 Association agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Hospital of her or his intention to return to work at least two (2) weeks prior to the date of such return.

## 11.05 Bereavement Leave

A 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.

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 or 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 with a Hospital's counsel in preparation for a case 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.

## 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.

## 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 1 ■07 is eligible to be granted a parental leave of up to eighteen (18) weeks' duration, in accordance with the *Employment Standards Act*. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months' duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The nurse shall be reinstated to her or his former position, unless that position has been discontinued, in which case the nurse shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 (a) to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four (84%) 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. 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.

#### 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.

- (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.

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.

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

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.

#### 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 Association 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 Hospital, 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 hospital 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 hospital and is subject to the terms and conditions of employment of that hospital. 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.

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

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

## **ARTICLE 12 - SICK LEAVE AND LONG-TERM DISABILITY**

(Articles 12.01 to 12.11 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.

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 the date of this award;
- (c) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, her or his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and the nurse shall be entitled to the same cash out provisions as set out in paragraph (b) above providing the nurse subsequently achieves the necessary service to qualify for payout under the conditions of the sick leave plan in which she or he participated as of the date of this award;
- (d) Where a payout provision existed under the former sick leave plan in the Collective Agreement, a nurse who, as of the date of this award, has accumulated sick leave credits and is prevented from working for the Hospital 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 Workers' Compensation.

12.04

When a nurse has completed any portion of her or his regularly scheduled tour prior to going on sick leave benefits or Workers' Compensation benefits, the nurse shall be paid for the balance of the tour at her or his regular 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 Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the nurse would receive from Workers' Compensation if the nurse's claim was approved, or the benefit to which the nurse would be entitled under the short-term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the nurse provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workplace Safety and Insurance Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the nurse would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

(Articles 12.12, 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 under Workers' Compensation 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 Association subject to the following principles:

- (a) Such schedules shall be established by mutual agreement of the Hospital and the Association;
- (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 Association, 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 Association. A nurse working a weekend schedule will work every weekend except as provided for in the provisions below.

If the Hospital and the Association 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 12.03(b).

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

Notwithstanding Article 2.04, the Hospital and the Association 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 Association 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 Association. 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.

(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. The Hospital agrees that if the Collective Agreement provided a greater overtime premium for overtime work immediately prior to this Agreement, the Hospital will continue to pay such greater overtime premium. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

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

If a part-time nurse is authorized to work in excess of the hours referred to in Article 13.01 (a), she or he shall receive overtime premium of one and one-half (**1 1/2**) times her or his regular straight time hourly rate. A part-time nurse (including casual nurses but not including part-time nurses who are filling temporary full-time vacancies) who works in excess of seventy-five (75) hours in a two (**2**) week period shall receive time and one-half (**1 1/2**) her or his regular straight time hourly rate for all hours worked in excess of seventy-five (75). A part-time nurse who is filling a temporary full-time vacancy shall receive time and one-half (**1 1/2**) her or his regular straight time hourly rate for all hours worked in excess of an average of **37 1/2** hours per week over the full-time nursing schedule determined by the Hospital. Such averaging will commence at the conclusion of the two week period following the nurse's transfer to the temporary full-time position and will end at the conclusion of the two week period prior to the nurse's return to her or his former position. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (**15**) minutes of overtime work where the nurse is engaged in reporting functions at the end of her or his normal daily tour. If authorized overtime amounts to fifteen (**15**) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article **13.01** (a) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. The Hospital agrees that if the Collective Agreement provided a greater premium for overtime work immediately prior to this Agreement, the Hospital will continue to pay such greater overtime premium. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

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

duties assigned by the Hospital which she or he is capable of doing, if her or his regular duties are not available.

14.06 Where a full-time or regular part-time nurse has completed her or his regularly scheduled tour and left the hospital and is called in to work outside her or his regularly scheduled working hours, or where a nurse is called back from standby, such nurse shall receive time and one-half (1 1/2) her or his regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1 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 two dollars and fifty cents (**\$2.50**) per hour for the period of standby scheduled by the Hospital. Where such standby duty falls on a paid holiday, as set out in the Appendix of Local Provisions, the nurse shall receive standby pay in the amount of three dollars (\$3.00) per hour. Standby pay shall, however, cease where the nurse is called in to work under Article 14.06 above and works during the period of standby.

Effective April 1, 2003, a nurse who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of two dollars and ninety cents (\$2.90) 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 forty cents (\$3.40) 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 (Article 14.09 applies to full-time nurses only)

Where a nurse has worked and accumulated approved hours for which she or he is entitled to be paid premium pay (other than hours relating to working on paid holidays) such nurse shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e., where the applicable rate is time and one-half (1 1/2) then time off shall be at time and one-half (1 1/2)). Where a nurse chooses equivalent time off such time off must be taken within the period set out in the Appendix of Local Provisions or payment in accordance with the former option shall be made.

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 (\$1.00) per hour for each hour worked which falls within the hours defined as an evening shift and one dollar and twenty-five cents (\$1.25) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's



straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours. The defined hours of a night and evening shift shall be a matter for local negotiation.

Effective April 1, 2003, a nurse shall be paid a shift premium of one dollar and ten cents (\$1.10) per hour for each hour worked which falls within the hours defined as an evening shift and one dollar and thirty-five cents (\$1.35) 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 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. 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 kilometer or hospital policy whichever is greater (to a maximum of twenty-five dollars (\$25.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The nurse will provide to the Hospital satisfactory proof of payment of such taxi fare.

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

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

Effective April 1, 2003, a nurse shall be paid a weekend premium of one dollar and forty-five cents (\$1.45) 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 Workers' Compensation Benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the Workers' Compensation Benefits and the holiday pay.

15.03 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) Employees who have completed fourteen (14) 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 three (23) 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.

Effective April 1, 2003, 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) Effective April 1, 2003, the following supplementary vacation is banked on the employee's anniversary date and taken prior to the next supplementary vacation date:

An employee who has completed thirty (30) years of continuous service shall be entitled to an additional five (5) days vacation, with pay.

An employee who has completed thirty-five years of continuous service shall be entitled to an additional five (5) days vacation, with pay.

To clarify, every employee who has attained their 30th or 35th anniversary date as of the effective date of this provision shall be entitled to have the full five (5) days vacation banked.

- (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% |

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 16.09 and the Note following Article 16.09 apply to part-time nurses only).

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

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

The supplementary vacation referred to in Article 16.01 (f), shall be applicable to part-time nurses as follows:

A part-time employee who has completed 45,000 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved.

A part-time employee who has completed 52,500 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved.

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

#### ARTICLE 17 - LIFE AND FARE BENEFIT

(Article 17 applies to full-time nurses only)

- 17.01 The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible nurses in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:
- (a) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Ontario Health Insurance Plan.
  - (b) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Liberty Health Semi-Private Plan (which is comparable to the Blue Cross Plan) or comparable coverage with another carrier.

- (c) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Liberty Health Extended Health Care Benefits Plan (which is comparable to the existing Blue Cross Extended Health Care Benefits Plan) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the nurses through payroll deductions. In addition to the standard benefits, coverage will include hearing aids (maximum \$300/person); vision care (maximum \$150 every 24 months), and Drug Formulary 3.

Effective April 1, 2002, vision care (maximum \$200 every 24 months).

- (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) Hospitals of Ontario Voluntary Life Insurance Plan

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

- (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 with a one year lag and provide for recall oral examination to be covered once every nine (9) months (adults only); 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 April 1, 2003, add 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.

- (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.

- (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 enrollment or other requirements of the Plan. In no instance shall the first billing date for a nurse occur later than the first day of the fourth full month following the month in which the newly-hired nurse was first employed.
- 17.03 The Hospital may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Hospital will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 17.04 All present nurses enrolled in the Hospital's Pension Plan shall maintain their enrollment in the Plan (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, enroll in the Plan when eligible in accordance with its terms and conditions.
- 17.05 The Hospital shall continue to pay the premiums for benefit plans under Articles 17 and 12 for nurses who are on paid leave of absence or 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 Association for inspection.
  - (b) The Hospital shall notify the Association of the name(s) of the carrier(s) which provide the benefits plans defined in Article 17.01 to Article 17.06 inclusive and the LTD Plan defined in Article 12. The Hospital shall also provide the Association with a copy of all current information booklets provided to the nurses.

17.08 Employment Insurance Rebate

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The nurses' share of the employer's 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 Association 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 Association and the part-time nurses. The Hospital will facilitate access to part-time nurses by providing available benefit literature and other communications as appropriate.

## E } – MISCELLANEOUS

18.01 Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Association and sufficient copies will be provided to the Hospital and the local Association, 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 Association. The cost of the French translation will be shared equally by the Association 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 Association and provide copies to the Association.

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 contraindicated, 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*.

## **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**

|         | <b><u>Effective<br/>April 1, 2001</u></b> | <b><u>Effective<br/>April 1, 2002</u></b> | <b><u>Effective<br/>April 1, 2003</u></b> |
|---------|---|---|---|
| Start   | \$21.12                                   | \$21.75                                   | \$22.44                                   |
| 1 Year  | \$21.95                                   | \$22.61                                   | \$23.33                                   |
| 2 Years | \$23.10                                   | \$23.80                                   | \$24.56                                   |
| 3 Years | \$24.25                                   | \$24.97                                   | \$25.77                                   |
| 4 Years | \$25.40                                   | \$26.16                                   | \$27.00                                   |
| 5 Years | \$26.83                                   | \$27.64                                   | \$28.52                                   |
| 6 Years | \$28.26                                   | \$29.11                                   | \$30.04                                   |
| 7 Years | \$29.71                                   | \$30.60                                   | \$31.58                                   |
| 8 Years | \$31.45                                   | \$32.71                                   | \$33.75                                   |

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, enroll in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent **(9%)**.

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

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

19.02 A nurse in the employ of the Hospital who holds a Temporary or Provisional Certificate of Registration as a registered nurse and who obtains her *or* his General Certificate of Registration shall be given the salary of the Registered Nurse as provided in this Article effective the date the nurse presents proof of obtaining her or his General Certificate of Registration to the 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. 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.

19.05 (Article 19.05 (a) applies to full-time nurses only)

- (a) Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. Once established consistent with this provision, credit for recent 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 recent



related clinical experience may be determined and evaluated during her or his probationary period. Having established the recent related clinical experience, the Hospital will credit a new nurse with one (1) annual service increment for each year of experience up to 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. The Hospital may also give effect to part-time nursing experience in special circumstances.

(Article 19.05 (b) applies to part-time nurses only)

- (b) Claim for recent related clinical experience, if any, shall be made in writing by the part-time nurse at the time of hiring on the application for employment form or otherwise. Once established consistent with this provision, credit for recent related experience will be retroactive to the nurse's date of hire. The part-time nurse shall co-operate with the Hospital by providing verification of previous experience so that her or his recent related clinical experience may be determined and evaluated during her or his probationary period. Having established the recent related clinical experience, the Hospital will credit a new part-time nurse with one (1) annual service increment for each year of experience (calculated pursuant to the formula set out in Article 16.03) up to 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.

NOTE: For greater clarity, recent related nursing experience includes recent 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 Association of such new or changed classification and the rate of pay established. If requested, the Hospital agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Hospital and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step No. 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 Association or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.
- (b) If a nurse becomes disabled with the result that she or he is unable to carry out the regular functions of her or his position, the Hospital may establish a special classification and salary with the hope of providing an opportunity for continued employment.
- 19.09 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 ratification, January 18, 2002, save and except changes to the insured benefits and premiums which are effective as follows:
- April ■ 2002 - Vision Care
  - April ■ 2003 - Weekend, Evening and Night shift premiums
  - April 1, 2003 - Standby (Article 14.07)
  - April ■ 2003 - Dental

Retroactivity will be paid on or before March 15, 2002 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 ratification 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.

## **E 20 - JOB SHARING**

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

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

Once the Hospital has determined that a vacancy exists and the Hospital and the Association have agreed to a job sharing arrangement, the vacancy or vacancies to be posted will be determined locally and will be filled in accordance with Article 10.07.

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 Association and the Participating Hospitals agree to establish a committee consisting of two (2) representatives of the Association and two (2) representatives of the Participating Hospitals to review the superior conditions appendices in each of the participating hospitals. This committee will report to

their respective negotiating committees prior to the next round of central negotiations.

## **ARTICLE 22 – DURATION**

- 22.01 This Agreement shall continue in effect until March 31, 2004 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**

- 23.01 Attached hereto and forming part of this Agreement are the following appendices and Letters of Understanding
1. Short Shifts, Modified Work, Job Sharing and Payment for Bargaining Unit President
  2. Professional Responsibility Complaint
  3. Joint Benefits Review Sub-committee
  4. Joint Central Committee
  5. Joint Central Committee - Labour Relations Education
  6. Grievance Administration
  7. Best Practices
  8. Mentorship
  9. Regional Listing of Experts
  10. Joint Letter to Minister of Health
  11. Quality of Worklife initiatives
  12. Compendium of Standards of Practice

13. Feasibility Study of Grievances

14. Harassment and Discrimination

15. Paid Professional Leave Days

16. Part-time Voluntary Benefits

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 2****LIST OF PROFESSIONAL RESPONSIBILITY****ASSESSMENT 1 - IS**

1. Ms. Joan Edwards  
Executive Director  
Capital Health Alliance  
451 Smyth Road, Room 2044  
Ottawa, ON K1H 8M5
2. Ms. Pat Hall  
Principal Chair  
Seneca College  
Toronto, ON
3. Ms. Darlene Steven  
Associate Professor  
School of Nursing  
Lakehead University  
Thunder Bay, ON

## APPENDIX 6

**O.N.A. PROFESSIONAL RESPONSIBILITY COMPLAINT FORM****NOTIFICATION OF IMPROPER WORK ASSIGNMENT  
AVIS D'ATTRIBUTION INCORRECTE DE TRAVAIL**

Nurses (Complainants) to complete every section / Chaque section est remplie par les infirmières (plaignantes)

DATE/TIME OF OCCURRENCE \_\_\_\_\_ DATE TO EMPLOYER \_\_\_\_\_  
 DATE/HEURE DE L'INCIDENT \_\_\_\_\_ DATE DE NOTIFICATION À L'EMPLOYEUR \_\_\_\_\_

AGENCY \_\_\_\_\_ WARD \_\_\_\_\_ SHIFT \_\_\_\_\_  
 ORGANISME \_\_\_\_\_ SERVICE \_\_\_\_\_ ÉQUIPE \_\_\_\_\_

TYPE OF CARE \_\_\_\_\_ BED CAPACITY \_\_\_\_\_ PATIENTS (#) \_\_\_\_\_  
 TYPE DE SOINS \_\_\_\_\_ Nbre de LITS \_\_\_\_\_ Nbre de PATIENTS (#) \_\_\_\_\_

STAFFING \_\_\_\_\_ USUAL STAFFING \_\_\_\_\_  
 EFFECTIF PRÉSENT \_\_\_\_\_ EFFECTIF NORMAL \_\_\_\_\_

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

Nous, soussignés, croyons que l'on nous a attribué une tâche qui ne permettait pas de fournir les soins voulus aux patients pour les raisons indiquées. (Joindre une brève description de la tâche et du problème.)

To correct this problem, I/we recommend:

Pour corriger la situation, nous recommandons:

NAME/TITLE OF IMMEDIATE SUPERVISOR NOTIFIED: \_\_\_\_\_ NOM/TITRE DU SUPERVISEUR IMMÉDIAT QUI A ÉTÉ AVISÉ: \_\_\_\_\_

DATE/TIME OF NOTIFICATION \_\_\_\_\_  
 DATE/HEURE À LAQUELLE IL A ÉTÉ AVISÉ \_\_\_\_\_

RESPONSE/ACTION \_\_\_\_\_  
 RÉACTION/INTERVENTION \_\_\_\_\_

Signature of Complainant(s) & Printed Name(s) below:

Signature des plaignantes et nom en lettres moulées:

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_

I/we do not believe this response was adequate to resolve our concerns. I/we therefore request our local president/executive committee refer these concerns to the AAC. Failing resolution of the nurses' concerns, the association may consider these issues under the professional responsibility clause.

Nous croyons que les mesures prises sont insuffisantes pour régler la situation. Nous demandons par conséquent au président de la section locale ou au comité exécutif de porter la question devant le CAO. Si ces démarches n'aboutissent pas, l'association pourrait considérer ces questions sous le régime des dispositions liées à la responsabilité professionnelle.



Ontario Nurses' Association  
September 1992

Association des infirmiers et infirmières de l'Ontario  
septembre 1992

Employer Copy  
Copie de l'employeur



## LETTERS OF UNDERSTANDING

### Short Shifts, Modified Work, Job Sharing and Payment for Bargaining Unit President

The parties agree that the issues of short shifts (including the issue of premium payments for hours worked after scheduled hours on short shifts), modified work and **job** sharing are local issues.

Any issues around payment for a Bargaining Unit President or designate including payment to attend joint Employer Union meetings outside of their regularly scheduled hours are local issues.

#### Re: Professional Responsibility Clause

The parties hereby agree to meet within six (6) months of ratification/award to update the list of Professional Responsibility Assessment Committee Chairpersons, to discuss possible revisions to Appendix 6 and to discuss the guidelines for the Chair of the Professional Responsibility Assessment Committee

The parties agree to update Appendix 6 to reflect any joint recommendations for changes to the "Notification of Improper Work Assignment".

#### Re: Joint Benefits Review Sub-committee

The parties agree to refer the following matters to the Benefits Review Sub-committee referenced in Article 17.09:

- i) the maximum age dependents eligible for benefit coverage;
- ii) the terms and application of the Hospitals of Ontario Disability Income Plan brochure(s) currently in effect;
- iii) Consideration of alternative options for sick leave provision.

The Committee will undertake to meet within six (6) months of the date of ratification.

#### Re: Joint Central Committee

The parties agree to form a Joint Central Committee to discuss issues of mutual interest and benefit to the Hospitals and the Association. The Committee will discuss issues including but not restricted to a Clinical Advancement System for nurses and support for new graduates entering the nursing profession.

#### Joint Central Committee - Labour Relations Education

The parties agree to form a new Joint Central Committee on Labour Relations Education consisting of three representatives of the Union and three representatives of the Participating Hospitals. In order to promote the principles of a collaborative approach to labour relations in a

timely and effective manner, the Committee will develop and/or promote education sessions designed to assist the local parties to deal with grievances, professional responsibility complaints, interest based bargaining and such other topics as the parties may deem appropriate. The Committee will meet within two (2) months of the date of ratification. The parties will pursue opportunities for external funding to pay for such educational initiatives.

The parties agree to refer to the joint central committee on Labour Relations Education the development of education programs on harassment, discrimination and abuse.

---

Letter of Understanding  
Re: Grievance Administration

The central parties agree to develop a pilot project to assist the local parties with innovative and creative solutions to enhance grievance administration, such project could include regional review of grievances, regional mediation and/or regional panels of arbitrators. The parties will canvass their respective parties to elicit interest in participation in the project.

---

Letter of Understanding  
Re: Best Practices

The central parties agree to develop communication and promotional strategies regarding the best practices for professional development including identifying success stories; writing articles; and web-site application. To accomplish this objective, information will be acquired through a survey of practices of the Hospitals.

The parties agree that from time to time they will endorse best practices that demonstrate creative joint quality of worklife initiatives.

---

Letter of Understanding:  
Re: Mentorship

The central parties agree to meet to discuss and facilitate the resolution of outstanding implementation issues regarding the application of the mentorship language.

---

Letter of Understanding:

The central parties agree that they shall develop and share regional listings of experts and resources to support their joint obligations in regard to the duty to accommodate.

---

Letter of Understanding:

Within 30 days of ratification, the parties agree to meet to prepare a joint letter to the provincial Minister of Health requesting one-time special funding for Hospitals to address the issue of access to supplies and minor equipment and ongoing funding for Quality of Worklife initiatives.

Letter of Understanding:

Re: Compendium of Standards of Practice

Within 30 days of ratification, the Participating Hospitals' Negotiating Team will recommend to the Hospitals that the ***Compendium of Standards of Practice for Nurses*** will be made available and readily accessible to all nurses.

In addition, the central parties will make a joint request to the College of Nurses to make the Compendium available on the College's web-site.

---

Letter of Understanding

The central parties will discuss the feasibility of a joint study of grievances that are settled within 1 month of an arbitration hearing, to determine barriers to settlement earlier in the process and to make recommendations to encourage earlier settlements.

---

Letter of Understanding

Re: Harassment & Discrimination

The local parties will determine the appropriate means of promoting and providing 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.
- 

Letter of Understanding

The parties agree that the issue of "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 the Davie local issue arbitration board.

---

Letter of Understanding

Re: Part-time Voluntary Benefits

If the local parties agree, the Hospital will provide part-time nurses 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 nurses would pay the Employer the full amount of the monthly premiums, in advance.

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

SIGNING PAGE

DATED AT Pelee Island, ONTARIO, THIS 11 DAY OF June, 2004  
Smiths Falls

FOR THE EMPLOYER:

FOR THE UNION:

Linda Smith  
VP - Patient Care Services

Elleanor Holweg  
Labour Relations Officer

Sheila

Nancy Kelle

Pat Corrigan

Patricia Hashe

Shendu RN

Bea J.

**APPENDICES**  
**to the**  
**COLLECTIVE AGREEMENT**

**Between:**

**PERTH AND SMITHS FALLS DISTRICT HOSPITAL**  
**(Hereinafter called the "Hospital")**

**And:**

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

**Expiry: March 31, 2004**

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## APPENDIX '2'

LIST OF PROFESSIONAL RESIDENTSASSESSMENT COMMITTEE - I

Ms. Marilyn G. Booth  
 Program Manager  
 Continuing Education - Nursing  
 Ryerson Polytechnical Institute  
 350 Victoria Street  
 Toronto, ON M5B 2K3  
 (w) 979-5035

Mrs. Patricia Lang  
 Vice-president, Academic  
 Georgian College  
 One Georgian Drive  
 Barrie, ON L4M 3X9  
 (w) 705-728-1968 x 260

Ms. Louise Lemieux-Charles  
 Asst. Prof. & Program Director  
 HMRU, Dept. of Health Admin.  
 Faculty of Medicine  
 University of Toronto  
 Room 201, McMurrich Bldg  
 12 Queens Park Crescent West  
 Toronto, ON M4S 1A8  
 (w) 978-6963

Ms. Patricia Mandy  
 Director of Nursing  
 Henderson General Division  
 Hamilton Civic Hospitals  
 711 Concession Street  
 Hamilton, ON L8V 1C3  
 (w) 905-389-4411

Mrs. Maxine Pastirik  
 Teacher/Program Developer  
 Niagara College of Applied Arts  
 & Technology  
 54 Third Street  
 Welland, ON L3B 4W4  
 (w) 416-735-2211

Ms. Darlene Steven  
 Associate Professor  
 School of Nursing  
 Lakehead University  
 966 Oliver Road  
 Thunder Bay, ON P7B 5E1  
 (w) 807-343-8643

Ms. Judy Tiivel  
 Clinical Nurse Specialist -  
 Gerontology  
 Department of Nursing  
 The Toronto Hospital  
 Western Division  
 399 Bathurst Street  
 Toronto, ON M5T 2S8

Ms. Donna Tremblay  
 Dean, Health Sciences  
 Sault College of Applied Arts  
 & Technology  
 433 Northern Avenue  
 Sault Ste. Marie, ON P6A 5L3  
 (w) 705-759-6774



## APPENDIX '3'

SALARY SCHEDULEPERTH and SMITHS FALLS DISTRICT HOSPITAL

Registered Nurse  
Palliative Care/Oncology Nurse  
Discharge Planner  
Staff Development  
Occupational Health Consultant

|         | <u>Effective<br/>April 1,2001</u> | <u>Effective<br/>April 1, 2002</u> | <u>Effective<br/>April 1, 2003</u> |
|---------|-----------------------------------|------------------------------------|------------------------------------|
| Start   | \$21.12                           | \$21.75                            | \$22.44                            |
| 1 Year  | \$21.95                           | \$22.61                            | \$23.33                            |
| 2 Years | \$23.10                           | \$23.80                            | \$24.56                            |
| 3 Years | \$24.25                           | \$24.97                            | \$25.77                            |
| 4 Years | \$25.40                           | \$26.16                            | \$27.00                            |
| 5 Years | \$26.83                           | \$27.64                            | \$28.52                            |
| 6 Years | \$28.26                           | \$29.11                            | \$30.04                            |
| 7 Years | \$29.71                           | \$30.60                            | \$31.58                            |
| 8 Years | \$31.45                           | \$32.71                            | \$33.75                            |

Graduate Nurse

|         | <u>Effective<br/>April 1,2001</u> | <u>Effective<br/>April 1, 2002</u> | <u>Effective<br/>April 1, 2003</u> |
|---------|-----------------------------------|------------------------------------|------------------------------------|
| Start   | \$20.13                           | \$20.73                            | \$21.39                            |
| 1 Year  | \$20.95                           | \$21.58                            | \$22.27                            |
| 2 Years | \$21.96                           | \$22.62                            | \$23.35                            |
| 3 Years | \$22.84                           | \$23.52                            | \$24.28                            |

**APPENDIX '4'****UP ( IDITI**

(Exists for Smiths Falls Site only)

Provisions which existed in the Collective Agreement which expired the 30th day of September 1980 and which provisions shall be retained to the extent of their application as provided for in the Interest Arbitration Award (O'Shea) dated October 23, 1981.

(Previous) **ARTICLE 18 - LEAVE OF ABSENCE WITH PAY (VACATIONS)**

Clause **18.03(b)** - as it applies to -  
(Current) Article **16** - Vacations

**16.01** Note: Head Nurses **who** were in the active employment of the Hospital prior to October 23, 1981 are entitled to 1.67 days of vacation for each month of active employment in that category.

Clause **18.07** - as it applies to -  
(Current) Article **16** - Vacations

**16.04** Note: Casual part-time nurses **who** were in the employment of the Hospital prior to October 23, 1981 will receive vacation pay as follows:

Up to 600 tours - 6% of earnings

Over 600 tours - 8% of earnings

Over 3,400 tours - 10% of earnings

**Ambulance Escort**

Actual hours spent in return travel outside the nurse's regular shift shall be paid at the appropriate overtime rate.

**APPENDIX '5'**

**LOCAL PROVISIONS**

**To The**

**COLLECTIVE AGREEMENT**

**Between:**

**PERTH AND SMITHS FALLS DISTRICT HOSPITAL  
(Hereinafter called the "Hospital")**

**And:**

**ONTARIO NURSES ASSOCIATION  
(Hereinafter called the "Union")**

**Expiry: March 31, 2004**

## **ARTICLE 1 - RECOGNITION**

- 1.01 (a) The Employer recognizes the Union as the exclusive bargaining agent for all full-time registered and graduate nurses regularly employed in a nursing capacity at Perth and Smiths Falls District Hospital in the town of Perth and Smiths Falls, save and except Manager and persons above the rank of Manager, TQM/Infection Control/Patient Registration Coordinator, Palliative Care Coordinator and Day Hospital Coordinator.
- (b) The Employer recognizes the Union as the exclusive bargaining agent for all part-time registered and graduate nurses regularly employed in a nursing capacity at Perth and Smiths Falls District Hospital in the town of Perth and Smiths Falls, save and except Manager and persons above the rank of Manager, TQM/Infection Control/Patient Registration Coordinator, Palliative Care Coordinator and Day Hospital Coordinator.
- (c) Lanark County Mental Health (LCMH) is recognized as a sponsored program of the "Hospital" with separate organizational structure. The employer recognizes the Union as the exclusive bargaining agent for all full-time and part-time registered nurses regularly employed in a nursing capacity by Lanark County Mental Health save and except Managers and persons above the rank of Manager.
- 1.02 "Supervisor" or "Immediate Supervisor" when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.
- 1.03 Except as amended by this agreement, all terms and conditions of the Central Hospital Collective Agreement are applicable to the bargaining unit Registered Nurses of Lanark County Mental Health.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, classify, transfer, layoff, recall, suspend or otherwise discipline employees, provided that a claim by an employee that she or he has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
- (c) determine in the best interest of efficient operation and highest standard of service, job rating or classification, the hours of work, the tours of duty, work assignments, working schedules, methods of doing the work, the working establishment for any service and the location of work;

- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in conjunction therewith;
- (e) make, enforce and alter from time to time, reasonable rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of the Agreement.

2.02 The Hospital recognizes that the rights described in this Article shall be exercised in a manner consistent with all provisions of this Agreement.

### **ARTICLE 3 - UNION STEWARDS & UNION COMMITTEE**

#### 3.01 Union Stewards

The Hospital will recognize four **(4)** Union Stewards from each of the Perth & Smiths Falls (including LCMH) sites, provided such number of Union Stewards is the cumulative total from the full-time and part-time employees and there is no more than one (1) Union Steward from any one (1) nursing unit at each site.

#### 3.02 Grievance Committee

The Hospital will recognize a Grievance Committee of not more than three (3) employees, provided such number of Committee members is the cumulative total from the full-time and part-time employees and there is no more than one **(1)** member from each site (Perth/Smiths Falls, Lanark County Mental Health).

#### 3.03 Hospital-Union Committee

There shall be a Hospital-Union Committee comprised of four **(4)** representatives, one ~~(1)~~ of whom shall be the President, or her or his designate (in her or his absence), and four **(4)** representatives of the Hospital, one (1) of whom shall be the Vice President Patient Care Services and Chief Nursing Officer, or her or his appointee. The membership of the Committee may be expanded by mutual consent.

#### 3.04 Negotiating Committee

The Union shall designate a Negotiating Committee of not more than four (4) employees provided such number of Committee members is the cumulative total from the full-time and part-time employees and there is no more than one **(1)** full-time member from any one **(1)** nursing unit at each site.

### **ARTICLE 4 - SENIORITY LIST**

4.01 A copy of the seniority list will be filed with the Union semi-annually by April 30th and October 31st and posted on the Bulletin Boards.

4.02 Within one (1) month of posting the seniority list, employees can file, with the Human Resources Department, a written request (along with documentation) for a review of their respective seniority hours.

Seniority lists will show date of hire and seniority adjusted dates for full-time employees and date of hire and seniority by hours for part-time employees. There shall be separate seniority lists for full-time, regular part-time and casual employees with three (3) copies forwarded to the Local Union.

## **ARTICLE 5 - LEAVE OF ABSENCE**

5.01 An aggregate of seventy-five (75) days for full-time and part-time employees will be granted for Union business during any calendar year, provided fifty-six (56) hours written notice is given except in extenuating circumstances. It is agreed that not more than four (4) employees shall be absent on such leave at the same time and not more than two (2) employees shall be absent on such leave from the same unit.

### 5.02 Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, and without loss of seniority, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it *is* understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

## **ARTICLE 6 - SCHEDULING**

6.01 For full-time employees, four (4) days off will be scheduled each fourteen (14) days. In any two (2) week period, at least two (2) consecutive days off will be scheduled. The remaining two (2) days off may be split by mutual consent.

Employees will not be scheduled to work more than seven (7) consecutive days. If an employee is required to work on the eighth consecutive day, she or he will be paid premium pay as provided in Article 14.03 for all hours worked unless the employee has requested to work.

6.02 Schedules shall be posted two (2) weeks in advance and shall cover a four (4) week period. Advance requests for specific days off shall be submitted to the Patient Care Unit Manager at least two (2) weeks in advance of the posting date.

6.03 Requests for a change in the posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days or tours of duty. It is understood that such change in tours of duty, initiated by the employee and approved by the Manager, shall not result in overtime payment to any of the employees affected by such change.

Where a dispute arises between employees submitting special requests for time off for the same days, and such request cannot be accommodated by the Hospital, then unit seniority shall apply.

6.04 The Hospital will provide at least one (1) weekend off in two (2).

If an employee is required to work on a second consecutive and subsequent weekend she or he will receive premium pay as provided in Article 14.03 for all hours worked on that weekend save and except where:

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

6.05 The regular schedule shall provide for a minimum of **twenty-four (24)** hours between the starting time of one **(1)** scheduled tour and the starting time of the next scheduled tour, when changing tours, except in an emergency, or at the request of an employee.

Failure to schedule at least **twenty-four (24)** hours between a change of tour will result in the employee being paid premium pay as provided in Article **14.03** for the first shift of the new schedule.

6.06 For full time employees the regular schedule shall provide for a minimum of **forty-eight (48)** hours time off when the tour of duty is changed following night duty.

Failure to schedule **forty-eight** hours off when a tour of duty is changed following night duty will result in the nurse being paid premium pay as provided in article **14.03** for the first shift of the new schedule.

For part time employees the Employer will endeavour to schedule **48** hours time off when the tour of duty is changed following tours of night duty. However, failure to schedule at least **24** hours off, with agreement of the employee when a tour of duty is changed following night duty will result in the employee being paid premium pay as provided in Article **14.03** for the first shift of the new schedule.

6.07 (a) A full-time employee who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on evening or night tour and at least an equal number of weeks on days as on evening and/or night tours. They shall be scheduled in a manner which provides an equal period of day tour between each period of evening or night tour, unless there is mutual agreement to waive the above conditions. An employee may not be required to change tours of duty more than once during the work week.

(b) A part-time employee who normally rotates shall not be scheduled to work more than two **(2)** consecutive weeks on evening or night tours. The hospital shall endeavour to schedule an equal number of weeks on days as on the evening and/or night tours and shall endeavour to schedule in a manner which provides an equal period of day tour between each period of evening or night tour unless there is a mutual agreement to waive the above conditions. An employee may not be required to change tours of duties more than once during the work week.

6.08 An employee will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season unless the employee requests otherwise, except in areas which are not normally required to work on weekends and statutory holidays. The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15th and January 5th. For the purpose of

this schedule, Christmas shall be defined as December 24th, 25th, and 26th and New Year's December 31st and January 1st.

6.09 There will be two (2) paid rest periods and one (1) unpaid lunch period in each tour, the duration as provided in Article 13.01. The time for such periods shall be scheduled by the immediate supervisor.

6.10 Where a full time employee chooses equivalent time ~~off~~, as provided by Article 14.09, such time off must be taken within three (3) months.

Permission may be granted to extend this period following discussion and mutual agreement with the manager.

6.11 For the purposes of Article 14.10 of the Central Agreement, the Night shift shall be from 2330 hours to 0730 hours, and the Evening shift shall be from 1530 hours to 2330 hours.

6.12 The Hospital agrees to provide the Union with at least thirty (30) days written notice prior to implementing a permanent change in the established start and/or end times for shifts in any nursing unit.

6.13 Standby Scheduling

In areas where standby is utilized, the Hospital will endeavour to distribute such duty on an equitable basis. The Hospital will notify the Union in writing prior to initiating standby assignments in any additional areas.

The Hospital will endeavour to post standby assignments at the same time as the tour of duty schedule is posted. Employees will be permitted to exchange their standby assignments, with the prior approval of the immediate Manager, if possible, and provided the appropriate response time is met by the employees making the exchange.

Employees will not be scheduled for standby on a scheduled weekend off or scheduled day ~~off~~, unless mutually agreed between the employee and her or his immediate Manager. This paragraph does not apply to the employees in the operating room where the current standby practice will continue.

6.14 If scheduled for a weekend where a statutory holiday falls on a Monday or Friday the Hospital will endeavour to schedule the employee to work on the paid holiday as well, where such employee is required by the Hospital.

6.15 The Hospital shall give either the weekend preceding the vacation or the weekend immediately following the vacation, as days off.

6.16 For the purpose of this Article 6.16, a weekend shall be defined as at least fifty-six (56) consecutive hours ~~off~~ from the end of the employee's shift worked on Friday to the beginning of the employee's shift worked on Monday.

6.17 The Hospital will permit any employee who currently works on a permanent evening or night tour to continue with such arrangement. This applies to the current incumbent(s) only and will cease when the incumbent(s) vacate such arrangement.



6.18 Part-time Commitment (Includes employees on either regular or extended tours)(a) Regular Part-time Employees

The employee must be available if required by the Hospital and her or his commitment in writing will include all of the following conditions:

- i) to be available to work at least two (2) tours (e.g. D/E, D/N);
- ii) to be available to work at least 22.5 hours per week;
- iii) to be available one (1) weekend in two (2).
- iv) to be available for work either Christmas or New Year's, alternating from year to year.

For the purpose of this schedule, Christmas shall be defined as December 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup> and New Year's as December 31<sup>st</sup> and January 1<sup>st</sup>;

- v) to be available to work three (3) paid holidays a year in addition to Christmas and New Year's;
- vi) to be available to work four (4) weeks between July 1 and August 31, with the proviso that she or he is available for two (2) of the four (4) weeks identified as the last two (2) weeks of July and the first two (2) weeks of August.

(b) Casual Part-time Employee

- i) The employee will declare on a bi-weekly basis her or his availability for work on specified days of the next two (2) week period.
- ii) An employee who declares herself or himself available for any tour and later becomes unavailable for work shall notify the Hospital with twenty-four (24) hours notice except in an emergency.

6.19 Additional Shifts (applies to part time employees only)

- (a) All regular part-time employees in a unit will be scheduled up to their committed hours by seniority before any casual part-time employees are utilized.
- (b) When regular part-time employees on the unit have been given the opportunity to work up to their commitment, the hospital will endeavour to offer additional tours to regular part-time employees on the unit on the basis of seniority, prior to offering tours to casual employees on the unit on the basis of seniority, subject to the following:
  - i) Employees who wish to be considered for additional tours must indicate their availability in the manner prescribed by the hospital;
  - ii) A tour will be deemed to be offered whenever a call is placed;

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

6.20 Where part-time employees are scheduled to work less than a normal tour (7.5 hours), Article 6 - Scheduling applies in its entirety except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a reasonable level;
- (b) No part-time employee shall be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period except where such arrangements are requested by the employee.

#### **ARTICLE 7 - SCHEDULING - EXTENDED TOURS (11.25 HRS)**

- 7.01 Failure to schedule twenty-four (24) hours off between a change of tour will result in the employees being paid at the premium rate as provided in Article 14.03 for the first shift of the new schedule.
- 7.02 Employees will not be required to work more than three (3) consecutive tours. If an employee is required to work on the fifth (5th) or consecutive tour she or he will be paid at the premium rate as provided in Article 14.03 for all hours worked unless the employee has requested to work.
- 7.03 There will not be less than a period of eleven and three-quarters (11-3/4) consecutive hours between shifts worked by an employee, except in an emergency, or at the request of an employee.
- 7.04 For full-time employees, failure to schedule forty-eight (48) hours off when a tour of duty is changed following night duty will result in the employee being paid premium pay as provided in Article 14.03 for the first shift of the new schedule.
- For part-time employees, the regular schedule will provide for a minimum of twenty-four (24) hours time off when the tour of duty is changed following night duty.
- 7.05 Schedules will be posted at least two (2) weeks in advance. Request for special time off, is to be in writing, one week (1) advance of posting the schedule. The Hospital may, however, consider requests for the use of individual vacation days and/or holiday lieu days on shorter notice, when legitimate emergency situations occur. An employee may be permitted to exchange her or his scheduled tours of duty with another employee provided the arrangement is submitted in writing, is co-signed by the employee willing to exchange her or his scheduled tours of duty with

another employee and is approved by the immediate Manager concerned and such arrangement will not result in the requirement of any premium payment by the Hospital.

Where a dispute arises between employees submitting special requests for time off for the same days and such requests cannot be accommodated by the Hospital, then unit seniority shall apply.

For the rotations covering the months of July and August and for the Christmas and New Year period, the schedules will be posted at least four (4) weeks in advance and will cover at least a six (6) week period.

7.06 The Hospital will provide at least one (1) weekend off in two (2).

If an employee is required to work on a second consecutive and subsequent weekend she or he will receive premium pay as provided in Article 14.03 for all hours worked on that weekend save and except where:

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

7.07 In any two (2) week period at least ~~two~~ (2) consecutive days off will be scheduled for full time employees.

7.08 An employee who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on evening or night tours. The hospital shall endeavour to schedule an equal number of weeks on days as on the evening and/or night tours and shall endeavour to schedule in a manner which provides an equal period of day tour between each period of evening or night tour unless there is a mutual agreement to waive the above conditions. An employee may not be required to change tours of duties more than once during the work week.

7.09 An employee will be scheduled ~~off~~ work for not less than five (5) consecutive days at either Christmas or New Year's season unless the employee requests otherwise, except in areas which are not normally required to work on weekends and statutory holidays. The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15th and January 5th. For the purpose of this schedule, Christmas shall be defined as December 24th, 25th and 26th and New Year's December 31st and January 1st.

7.10 There will be ~~two~~ (2) paid rest periods and two (2) unpaid lunch periods in each tour, the duration as provided in Article 13.02. The time for such periods shall be scheduled by the immediate Manager.

7.11 When a tour schedule is changed without at least twenty-four (24) hours notice, the employee shall be paid at the premium rate as provided in Article 14.03 for the first tour worked.

7.12 Where a full time employee chooses equivalent time off as provided for by Article 14.09 such time ~~off~~ must be taken within three (3) months. Permission may be granted to extend this period following discussion and mutual agreement with the manager.

7.13 (a) Extended tours shall be introduced to any unit when:

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

(b) A compressed work week may be discontinued in any unit when:

- i) fifty percent (**50%**) plus one (1) of the employees in the unit ~~so~~ indicate by secret ballot; or
- ii) the Hospital because of:
  - A) adverse effects on patient care;
  - B) inability to provide a workable staffing schedule, or
  - C) where the Hospital wishes to do ~~so~~ for other reasons which are neither unreasonable nor arbitrary states its intention to discontinue the compressed ~~work~~ week in the schedule.

(c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:

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

(d) General Guidelines

Management will determine the number ~~of~~ regular eight (**8**) hour shifts it would retain on the unit should the ~~vote~~ be successful for extended tours.

- i) If there is already staff on permanent 8 hour shifts, they will be assigned on the new available 8 hour shift(s) on the basis of seniority.
- ii) If there are no permanent staff on permanent shifts, the position(s) will be posted for the unit only, with Hospital wide posting if there were no successful ~~candidate~~(s).

If extended tours are voted in, all staff will have in addition to d) above, two other options:

- iii) to work extended tours;
- iv) to apply for transfer to another unit.

(e) Guidelines for Voting

- i) Two (2) different times will be designated for the actual voting to allow as many staff as possible a suitable time.
- ii) There will be a closed ballot box.
- iii) A printed list of all full-time and regular part-time employees regularly assigned to work on the unit will be drawn up. The employee will sign her or his name when **she** or he has cast her or his ballot. **All** eligible employees have the right to vote but may choose not to exercise it.
- iv) The Union Steward or her or his delegate from the Union will be present at voting as will the Patient Care Unit Manager. These two (2) persons will be responsible to count the **votes** and to advise the staff of the outcome.
- v) Ballots will be destroyed by a member of Management and the Union Steward at the completion of ballot counting.

7.14 The Hospital agrees to provide the Union with at least thirty (30) days written notice prior to implementing a permanent change in the established start and/or end times for shifts in any nursing unit.

7.15 Standby Scheduling

In areas where standby is utilized, the Hospital will endeavour to distribute such duty on an equitable basis. **The** Hospital will notify the Union in writing prior to initiating standby assignments in any additional areas.

The Hospital will endeavour to post standby assignments at the same time as the tour of duty schedule is posted. Employees will be permitted to exchange their standby assignments, with the prior approval of the immediate Manager, if possible, and provided the appropriate response time is met by the employees making the exchange.

Full-time Employees will not be scheduled for standby on a scheduled weekend **off** or scheduled day off, unless mutually agreed between the employee and her or his immediate Manager. This paragraph does not apply to the employees in the operating room where the current standby practice will continue.

7.16 For the purpose of this Article 7.16, a ~~weekend~~ shall be defined as at least fifty-six (56) consecutive hours off from the end of the employee's shift worked on Friday to the beginning of the employee's shift worked on Monday.

## **ARTICLE 8 - PAID HOLIDAYS**

8.01 For the purposes of Article 15.01 of the Central Agreement, the following are recognized paid holidays:

|                     |                  |
|---------------------|------------------|
| New Year's Day      | Civic Holiday    |
| 2nd Monday in Feb.  | Labour Day       |
| Good Friday         | Thanksgiving Day |
| Easter Monday       | Remembrance Day  |
| Victoria Day        | Christmas Day    |
| Canada Day (July 1) | Boxing Day       |

For the purpose of determining entitlement to holiday pay, the employee who works the majority of hours on a recognized holiday as provided herein shall be paid the holiday rate of pay.

8.02 If a full time employee qualifies under the provisions of Article 15.02 of the Collective Agreement and she or he works on the holiday she or he will receive a lieu day off, such day to be granted within sixty (60) days of the date on which the holiday was observed. Notwithstanding the foregoing, a full time employee may be permitted to accumulate a maximum of three (3) such lieu days.

8.03 For those full time employees who work extended tours, lieu days shall be taken in one of the following ways:

- (a) on a 7.5 hour day;
- (b) three (3) paid holidays on two (2) consecutive 11.25 hour days;
- (c) on an 11.25 hour day and be paid only for 7.5 hours;
- (d) the employee has the option to use her or his vacation bank to top up payment for a lieu day.

## **ARTICLE 9 – VACATIONS**

9.01 Parttime/casual employees will be paid their appropriate percentage of vacation pay on each cheque.

9.02 An employee shall submit her or his written request for the vacation period from June 15th to September 15th on or before April 15th of each year. The final schedule for this period will be posted by May 15th. For the vacation periods outside of the months of June 15th to Sept. 15th, and for requests during that period not submitted by April 15th, an employee must submit her or his request one (1) week prior to the posting of the schedule in which that vacation request falls. Where a dispute arises between employees requesting the same vacation times and such requests cannot be accommodated by the Hospital then unit seniority shall apply. An employee may exercise her or his seniority rights only once in a calendar year.

An employee may not schedule more than two (2) weeks vacation from June 15th to September 15th, however additional requests may be granted after all employees have had an opportunity to request vacation during this period. Employees may not

schedule vacation between December 21st and January 4th, however, special requests in writing for special circumstances will be considered by the V.P. of Patient Care Services.

In the event that an employee transfers into another nursing unit after the posting of vacations, she or he shall be granted vacation from the remaining available vacation periods on the basis of seniority for that vacation year only.

- 9.03 Vacations may not be accumulated over the maximum yearly entitlement of the employee, except with the express permission of the Hospital. Permission will not be unreasonably withheld.
- 9.04 The Hospital will continue to use the banking system for vacation.
- 9.05 For those employees who work extended tours, vacation shall be used and earned in hours. Vacation days may not be less than 7.5 hours.

### **ARTICLE 10 - BULLETIN BOARDS**

- 10.01 The Hospital will provide bulletin board space and access to computer mail boxes of ONA members for the use of the Union in posting Union notices. Such notices must be submitted to, and approved by, the Executive Director or her or his designate prior to the posting. Such approval will not be unreasonably withheld.

### **ARTICLE 11 - INTERVIEWS**

- 11.01 In the matter of Article 5.06 of the Collective Agreement the Hospital agrees to designate the time and place for such interview. Such interview shall take place on Hospital premises and shall not exceed fifteen (15) minutes in duration for each newly hired employee. The interview can be scheduled individually or collectively.

### **ARTICLE 12 - SICK LEAVE (APPLIES TO FULL-TIME EMPLOYEES ONLY)**

- 12.01 For extended tours sick time **will** be paid in hours earned as follows:
- two (2) 11.25 extended tours = three (3) 7.5 hour regular days;
  - three (3) 11.25 extended tours = four and one-half (4 1/2) 7.5 hour regular days.

### **ARTICLE 13 - STUDENTS PLACED FOR EXPERIENCE**

- 13.01 Student employees shall not be included in the staffing quota.

### **ARTICLE 14 - PREPAID LEAVE PLAN**

- 14.01 The number of full-time and part-time employees that may be absent at any one time under the prepaid leave program shall be a total of four (4) with not more than one (1) employee being absent from any one (1) nursing unit at the same time.

## ARTICLE 15 - COMPENSATION AND REINSTATEMENT

15.01 The Hospital will notify the President of the Local Nurses' Union of the names of all employees who go off work due to a work related injury or when an employee goes on L.T.D.

Prior to any employee returning to work (from a lost time claim injury) on a permanent Modified Work Program, the Hospital will notify and meet with the employee and the applicable Ontario Nurses' Association Occupational Health and Safety Representative of the Hospital to discuss the circumstances surrounding the employee's return to suitable work.

The Hospital agrees to provide the Union with a copy of the Workers' Compensation Board Form 7 (as they pertain to lost time claims only) at the same time as it is sent to the Board. The employee must give written consent for release of Form 7.

## ARTICLE 16 - VIOLENCE IN THE WORKPLACE

16.01 The Hospital and the Union recognize that any form of verbal, physical, sexual, racial or other abuse is not acceptable. Any employee who believes a situation to be abusive shall complete an Employee Incident Report and shall report this to the immediate Manager who will make every effort to correct the abusive situation.

16.02 The parties agree that if incidents involving aggressive client action by the patient toward an employee occurs, such action will be recorded and reviewed by the Occupational Health and Safety Committee.

16.03 The Hospital, with the employee's consent, will inform the Union within three (3) days of any employee who has been assaulted while performing her or his work. Such information shall be submitted in writing to the Union as soon as possible.

The Hospital will consider request for reimbursement for damages incurred to the employee's personal property such as eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing her or his work.

## ARTICLE 17 - PAYROLL

17.01 Any omission of one (1) shift or more on an employee's bank deposit due to an error on the part of the Hospital shall be paid to the employee within two (2) business days of the time the employee notifies the Hospital.

## ARTICLE 18 - JOB SHARING

18.01 Job Sharing is defined as an arrangement whereby two (2) employees share the hours of work that presently or otherwise would exist as a full-time position. Only full-time positions shall be considered for job sharing between two (2) employees.



- 18.02 (a) The Hospital will permit up to two (2) full-time registered nurse positions at the Perth site and up to two (2) full-time registered nurse positions at Smiths Falls to be job shared. More than two full-time positions per site will be considered on an individual basis and requests shall not be unreasonably denied.
- (b) The V.P., Patient Care Services must approve any application for job sharing before it can be implemented, but such approval will not be unreasonably withheld.

18.03 Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and the immediate Manager. Job sharers shall not be required but may option extra tours outside of the tours of the job sharing arrangement.

18.04 The above schedules shall conform with the scheduling provision of the Full-time Collective Agreement.

18.05 Each job sharer may exchange shifts with her/his partner, as well as with other employees as provided by the Collective Agreement.

18.06 The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.

18.07 Coverage

(a) It is expected that both job sharers will cover each other's incidental illnesses. If because of unavoidable circumstance, one cannot cover the other, the immediate Manager must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

(b) Vacation, Maternity, and other leaves pursuant to Article 11 of the Central Agreements:

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the immediate Manager but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

18.08 Implementation

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

Any incumbent full-time employee wishing to share her or his position, may do so without having her or his half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the position must be posted in accordance with the Collective Agreement.

18.09 Discontinuation

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

## **ARTICLE 19 - TRANSPORTATION COSTS AND PARKING**

19.01 Where the Hospital requires an employee to travel between the Smiths Falls and Perth sites during the course of their workday, the Hospital will reimburse the employee for transportation costs (consistent with the current Hospital policy for use of personal vehicle).

19.02 It is agreed that employees who have purchased parking cards at one site will not be required to pay for parking at the alternate site.

Prior to any changes in the present rates to reflect changes in costs of providing parking services, the proposed changes will be discussed at the Union/Hospital Committee. In the event the Hospital changes the rates, the Union has the right to grieve.

## **ARTICLE 20 – MISCELLANEOUS**

20.01 The Bargaining Unit President or designate will have their pay kept whole while attending joint employer/union meetings. When joint employer/union meetings are scheduled outside of their regularly scheduled hours the **hours** will be banked or paid at the straight time hourly rate to a maximum of thirty (30) hours per calendar year. Accumulated hours will be taken at a mutually agreed upon time or paid out within the calendar year earned.

20.02 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful internal candidate for an ONA job posting will be notified, in writing (email acceptable) within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.

20.03 Retiree Benefits – Process for Payment

Any full-time bargaining unit employee who retires and wishes to participate in the benefit plans as outlined in Article 17.01(h) will provide advance payment of the benefits through post-dated cheques provided on a yearly basis.

It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to retired employees each time the benefit costs are renegotiated by the Employer.

Dated at Perth and Smiths Falls this 11 day of June, 2002.

FOR THE EMPLOYER

FOR THE UNION

CEO

*[Handwritten signature]*

V.P. Patient Care

*[Handwritten signature]*

*[Handwritten signature]*

Labour Relations Officer

*[Handwritten signature]*

*[Handwritten signature]*

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LETTER OF UNDERSTANDING

Between:

PERTH AND SMITHS FALLS DISTRICT HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Scheduling

Article 6.20 The parties agree to abide by the language award and arbitration for the Toronto area local collective agreement negotiations arbitration to be heard in December 2000 provided that the language submitted to arbitration be equivalent to that proposed by the Union on August 22, 2000.

"For employees working tours of duty less than 7.5 hours the applicable premium rate will be paid on any hours required by the Hospital in excess of the four (4) scheduled hours."

Dated at Perth and Smiths Falls this 11 day of June, 2002.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
CEO

*Chantal Blouch*  
Labour Relations Officer

\_\_\_\_\_  
V.P. Patient Care

*Nancy Little*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Revised this letter June 2002*  
*[Handwritten initials and signatures]*

LETTER OF UNDERSTANDING

Between:

PERTH AND SMITHS FALLS DISTRICT HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Weekend Worker

The Parties agree to a unit weekend worker schedule. The unit weekend worker will be scheduled in accordance with Article 13.04 of the Central Collective Agreement with the following conditions applying.

1. The Hospital and the Union will discuss vacancies and scheduling objective at the ONA Hospital Association meetings.
2. Schedules for the period will consist of two (2) 1 1/2 25 hour tours weekly which fall within the weekend definition in Article 6.16 and one (1) 7.5 tour each week.
3. These positions will not result in the layoff of any full-time or regular part-time registered nurses.
4. If the agreement is not continued by the parties, the incumbents who were permanent employees prior to the agreement will be returned to their former position occupied prior to the posting.
5. Either the Hospital or the Union may discontinue this agreement with ninety (90) days notice.

Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

Dated at Perth and Smiths Falls this 11 day of June, 2002.

FOR THE EMPLOYER

FOR THE UNION

CEO

V.P. Patient Care

Labour Relations Officer

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*[Signature]*  
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LETTER OF UNDERSTANDING

Between:

PERTH AND SMITHS FALLS DISTRICT HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Voluntary Part-time Benefits – Process for Payment

The Parties agree to continue to investigate voluntary Part-time benefits.

Dated at Perth and Smiths Falls this 11 day of June, 2002.

FOR THE EMPLOYER

FOR THE UNION

CEO

*Bennetto*

V.P. Patient Care

*Blanchard*

*Pat Corrigan*

*Eleonora Holroyd*  
Labour Relations Officer

*Nancy Hill*

*Patricia Hasher*

*R. Henderson*

*Bee J.*

**APPENDIX 'A'**  
**LETTER OF UNDERSTANDING**  
**FOR**  
**LANARK COUNTY MENTAL HEALTH NURSES**

Between:

**PERTH & SMITHS FALLS DISTRICT HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

RE: Collective Agreement Issues Specifically Applying to the Lanark County Mental Health Program Employees

**ARTICLE A - HOURS OF WORK**

- A. ■ The hours of work for nurses shall be flexible. Flexible hours of work shall be subject to the following conditions:
- (a) The regular hours of work shall consist of seventy (70) hours in a pay period scheduled from Monday to Friday;
  - (b) The regular work day shall consist of seven (7) hours which shall be worked between 0730 hours and 2200 hours of each day;
  - (c) It shall be the responsibility of the nurse in co-operation with her team and a supervisor to schedule her hours of work in any week provided;
    - i) Other scheduled meetings shall be conducted during regular hours of work except in extraordinary circumstances;
    - ii) A nurse will normally work seven (7) hours per day unless mutually agreed by the nurse and her supervisor;
    - iii) An employee shall receive overtime payment for all hours worked in excess of seventy (70) hours in a pay period (two weeks);
    - iv) A nurse responding to a telephone call while on standby will be paid in accordance with Articles 14.06, 14.07, and 14.09 of the Central Collective Agreement.
    - v) Overtime shall be paid in accordance with Article A.2.

- vi) Evening premium shall be paid in accordance with Article 6.11 of the Local Provisions and Article 14.10 of the Central Collective Agreement.

**A.2 (a) Overtime**

When overtime is necessary (such overtime being verified and authorized by the Director or his/her designate) it shall be paid at one and one half (1 1/2) times the nurse's regular hourly rate for each hour of overtime worked. Where mutually agreed between the Director or designate and the nurse, overtime may be paid by granting compensating time off at time and one half (1 1/2) for each hour of overtime worked. Overtime shall be calculated according to Article A.1 (c) iii).

- (b) Compensating time off for overtime worked may only be accumulated to a maximum of thirty-five (35) hours. Overtime worked in excess of accumulated compensating time off will be paid at overtime rates per 7.02 (a).
  - i) Compensating time is to be taken at a time that is mutually agreeable to the nurse and the supervisor.
  - ii) Nurses who have compensating time standing to their credit prior to the second Friday in December are obliged to take such time off by December 31 of each year, providing such time is requested by the second Friday in December. Unused time will be paid to the nurse prior to December 25 of each year. A nurse who has compensating time accumulated after the second Friday in December will notify payroll within the first week in January whether the time will be paid out or taken in lieu thereof. If it is to be paid, it will be paid by the second pay in January. In any event, the time must be taken before the end of January of the following year.

**ARTICLE B - PAID HOLIDAYS**

**B.1** The following will be recognized as paid holidays:

|                |                          |
|----------------|--------------------------|
| New Year's Day | Thanksgiving Day         |
| Good Friday    | Last working day before  |
| Easter Monday  | Christmas Day (full day) |
| Victoria Day   | Christmas Day            |
| Canada Day     | Boxing Day               |
| Civic Holiday  | Last working day before  |
| Labour Day     | New Year's Day           |

**ARTICLE C - TRANSPORTATION ALLOWANCE**

**C. 1** Effective April 1, 2002, nurses who are required to use personal cars for business on behalf of the Lanark County Mental Health Program shall be compensated at the rate of thirty-two cents (\$0.32) per kilometre. For those employees who drive at least ten thousand (10,000) kilometres per annum on the Lanark County Mental Health Program's business, in the month following the exceeding of the 10,000 kilometres,



they will receive an additional one hundred and fifty dollars (\$150.00) per month allowance for the balance of the calendar year. The accumulation of kilometres for the purpose of calculating the allowance shall begin on January 1st of each year.

C.2 Every nurse employed by the Lanark County Mental Health Program must carry a minimum of \$1,000,000.00 Public Liability and Property Damage Insurance on business use basis on their automobile and proof of such insurance must be filed at all times with the Employer.

**ARTICLE D – JOB SECURITY**

D.1 To ensure job protection of the current employees and appropriate allocation of resources, it is agreed that a separate seniority list will be maintained for the Registered Nursing staff at the Lanark County Mental Health Program and the rest of the Hospital for purpose of layoff and bumping. For clarification, a nurse laid off from the Lanark County Mental Health Program cannot bump a Registered Nurse from the Hospital, nor can Registered Nurse from the Hospital bump a nurse from the Lanark County Mental Health Program.

Dated at **Perth** and Smiths Falls this *11* day of *June*, 2002.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
CEO

*[Signature]*  
\_\_\_\_\_  
V.P. Patient Care

*[Signature]*  
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Labour Relations Officer

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