

SOURCE	Union
EFF.	98040
TERM.	0103131
NO. OF EMPLOYEES	100
NOMBRE D'EMPLOYÉS	LP

**COLLECTIVE AGREEMENT**

**BETWEEN**

**NORFOLK GENERAL HOSPITAL**  
(hereinafter referred to as "the Hospital")

**AND**

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

**EXPIRY: March 31, 2001**

ENTERED

1293201

## TABLE OF CONTENTS

<b>ARTICLE 1 - PURPOSE .....</b>	<b>1</b>
<b>ARTICLE 2 - DEFINITIONS &amp; GRADUATE NURSES .....</b>	<b>1</b>
<b>ARTICLE 3 - RELATIONSHIP.....</b>	<b>2</b>
<b>ARTICLE 4 - NO STRIKE, NO LOCKOUT .....</b>	<b>4</b>
<b>ARTICLE 5 - ASSOCIATION SECURITY.....</b>	<b>4</b>
<b>ARTICLE 6 - REPRESENTATION AND COMMITTEES .....</b>	<b>5</b>
<b>ARTICLE 7 - GRIEVANCE PROCEDURE.....</b>	<b>11</b>
<b>ARTICLE 8 - PROFESSIONAL RESPONSIBILITY.....</b>	<b>16</b>
<b>ARTICLE 9 - PROFESSIONAL DEVELOPMENT .....</b>	<b>18</b>
<b>ARTICLE 10 - SENIORITY .....</b>	<b>23</b>
<b>ARTICLE 11 - LEAVES OF ABSENCE .....</b>	<b>39</b>
<b>ARTICLE 12 - SICK LEAVE AND LONG-TERM DISABILITY .....</b>	<b>48</b>
<b>ARTICLE 13 - HOURS OF WORK .....</b>	<b>51</b>
<b>ARTICLE 14 - PREMIUM PAYMENT .....</b>	<b>57</b>
<b>ARTICLE 15 - PAID HOLIDAYS.....</b>	<b>63</b>
<b>ARTICLE 16 - VACATIONS.....</b>	<b>64</b>
<b>ARTICLE 17 - HEALTH AND WELFARE BENEFITS.....</b>	<b>68</b>
<b>ARTICLE 18 - MISCELLANEOUS .....</b>	<b>72</b>
<b>ARTICLE 19 - COMPENSATION .....</b>	<b>73</b>
<b>ARTICLE 20 - JOB SHARING.....</b>	<b>80</b>
<b>ARTICLE 21 - SUPERIOR CONDITIONS.....</b>	<b>80</b>
<b>ARTICLE 22 - DURATION .....</b>	<b>81</b>
<b>ARTICLE 23 .....</b>	<b>81</b>
<b>APPENDICES.....</b>	<b>83</b>
<b>LETTERS OF UNDERSTANDING.....</b>	<b>85</b>

## ARTICLE 1 - PURPOSE

**1.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the nurses covered by this Agreement; to provide for ongoing 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*, he or she shall be treated in a manner consistent with the this Article.

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

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

- .03 (a) A nurse who holds a Temporary Certificate of Registration will be classified, for purposes of salary, **at a level equal to the level** previously accorded to the graduate nurse category under the collective agreement which expired March **31, 1996**.
- (b) A nurse who was employed at the Hospital **prior to October 23, 1981** in **the** capacity of graduate nurse and who continues to be employed in **that** capacity will be classified, for purposes of salary, at a level **equal** to the level accorded to the graduate nurse category under the collective agreement which expired March **31, 1996**.
- 2.04 **A full-time nurse is a nurse who is regularly** scheduled to work the normal full-time hours referred to in Article 13.
- 2.05 A regular part-time nurse is a nurse who regularly works **less than the normal** full-time hours referred to in Article **13** and **who offers** to make a commitment to be available for work on a regular **predetermined** basis. **All** other part-time **nurses** shall be considered casual nurses. The **predetermined** basis upon which the commitment to be available is made shall **be** determined in local negotiations.
- The definitions shall **not** have **the** effect of changing **the** composition of any existing bargaining units. The Hospital shall **not refuse** to accept an offer from a nurse to make a commitment to be available **for** work on a regular predetermined basis solely for the purpose of utilizing **casual nurses so as** to restrict **the** number of regular part-time nurses.
- 2.06 **This** combined agreement **contains** provisions applicable to **full time** nurses and provisions applicable to part time nurses. The combination of the agreements shall not have the effect of changing the **composition of** any existing bargaining units nor shall it have the effect of conferring **representation** rights where such rights do not presently exist. The scope of the applicable bargaining unit is set out in **the** Appendix of Local Provisions.

### **ARTICLE 3 - RELATIONSHIP**

- 3.01 The Hospital and the Association agree that there will be no discrimination, interference, intimidation, restriction **or** coercion exercised **or practiced** by any of their representatives with **respect to any** nurse because of **the nurse's** membership or nonmembership 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". ret *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". ret *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". ret *Ontario Human Rights Code, Sec. 7 (3)*

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

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

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

#### ARTICLE 4 - NO STRIKE. NO LOCKOUT

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

#### ARTICLE 5 - ASSOCIATION SECURITY

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

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

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

- 5.02 Such dues shall be deducted monthly and in the case of newly employed nurses, such deductions shall commence in the month following their date of hire.
- 5.03 The amount of the regular monthly dues shall be those authorized by the Association and the 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 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 to the local Association. If the hospital agrees to provide the union with the information in an

electronic format, the parties will meet to discuss the format in which information will be set out.

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

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

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

### **6.01 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 Representatives & 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; making joint recommendations **on** matters of **concern** including **the quality** and quantity of nursing care and discussing the development and implementation of quality initiatives;
  - ii) 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;
  - iii) dealing with complaints referred to it in accordance with the provisions of Article 8, Professional Responsibility;
  - iv) discussing and reviewing matters relating to orientation and in-service programs.



- (d) The Hospital agrees to pay for time spent during regular work' hours for representatives of the Association attending at such meetings.

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 11.02, Leave for Association Business.

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

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

For any unpaid leave of absence under this provision, a full-time nurse's salary and applicable benefits shall be maintained by the

Hospital, and ~~the~~ Association **agrees** to reimburse the **Hospital** in the amount **of** the **full** cost of such salary.

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

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

Hospital **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 call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (9) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for representatives to perform these duties shall be granted.

"A member of a committee is entitled to,

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

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

- (g) The Association agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual pregnancy leave.
- (i) Where the Hospital identifies high risk areas where nurses are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the nurses.
- (j) At least one of the employees representing workers under the **Occupational Health and Safety Act, who** are trained to be certified workers as defined under the *Act*, shall be from the Association. The parties agree that it will not be a breach of this provision if only one employee representing workers is trained to be a certified worker and

~~such~~ employee is not from ~~the~~ Association provided that the next employee representing workers trained to be a ~~certified~~ worker is from the Association.

(k) "A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and ~~the~~ member's employer shall pay the member for the time spent ~~at~~ the member's regular or premium rate as may be proper". ref: *Occupational Health and Safety Act, Sec. 9 (36)* "[This provision] does not apply with respect to workers who are paid by the Agency for the time spent fulfilling the requirements for becoming certified". ref: Sec 9 (37)

(l) (1) **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 (7)*

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

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

(b) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; ~~or~~

(c) any equipment, machine, device ~~or~~ thing he or she is to use or operate ~~or~~ the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act ~~or~~ the regulations and such contravention is likely to endanger himself, herself or another worker". Ref: *Occupational Health and Safety Act, Sec. 43 (3)*.

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

6.06 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.
- 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.
- 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 be 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 written reasons for the release of a probationary nurse within seven (7) days of such release.

A claim by a probationary nurse that she or he has been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve, if a written statement of such grievance is lodged by the nurse with the Hospital at Step 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 ■ -

**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:

- i) Selection decisions on job vacancies
- ii) Premiums
- iii) Scheduling issues
- iv) Article 19 – Compensation issues
- v) Entitlement to leaves, including vacation
- vi) Discipline up to, but not including discharge
- vii) Short term layoffs
- viii) Dues issues
- ix) 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.

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** ten (10) calendar days of **the** filing of the complaint.

The Committee shall hear and attempt to resolve 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*, he or ~~she~~ shall be treated in a manner consistent with this Article.

## **ARTICLE 9 – PROFESSIONAL DEVELOPMENT**

### **9.01 Preamble**

Continuous professional development is a hallmark of professional nursing practice. ~~As~~ a self-regulating profession, nursing recognizes the importance of ongoing learning and ~~the~~ maintenance ~~of~~ competence in a dynamic practice environment. 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 and ~~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. 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 Appendix of Local Provisions. The membership of the Committee may be adjusted by mutual agreement, but at least **fifty** (50%) percent **will be** Association members. 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.

- b) 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;
  
- c) 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** and, 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, and mentoring **roles**;
  - v) Reviewing and making **recommendations** regarding professional development initiatives, including but **not** limited to mentorship and internship where such arrangements exist;
  - vi) Reviewing and making **recomndations** regarding the existing nursing continuing education programs; and

- 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 active 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.
- b) Nurses are expected, as part of their regular duties, to provide guidance and advice to members of the health care team.
- c) Nurses may, from time to time, be assigned a formal mentorship role for a designated nurse. Mentorship is a formal supportive relationship between two 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 workload of 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. 25

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**:

- i) The Hospital **will** establish the expectations **for** each internship opportunity;
- ii) There **will** be an open application process **for** internship opportunities;
- iii) The opportunities will be open to currently employed nurses who can demonstrate continuous learning, and a **commitment** to the Hospital;
- iv) Nurses who are selected for internship opportunities will commit to continued **employment on** a mutually **determined** basis;
- v) Initiatives to support **selected** candidates may include **but are not limited to**:
  - No **loss of** regular wages while attending a requisite course
  - Paid course fees
  - Paid time for **clinical practicums** in the Hospital or another clinical site
  - 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 are **introduced into the workplace** and nurses are required to **utilize** those computers in the **course of** their duties, **the** Hospital agrees that necessary computer training will be provided at no cost to **the** nurses involved.



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

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

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

- 9.13 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.

## ARTICLE 10 - SENIORITY

- 10.01 (a) 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.

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

## 10.02

- (a) A seniority list shall be **established for** all **full-time** nurses covered by **this Agreement who** have **completed their** probationary period. For information purposes **only**, **the** names of **all** full-time probationary nurses shall **be included** in **the** seniority list.
- (b) **A seniority list shall be established for all** regular part-time nurses covered by this Agreement who **have completed** their probationary period. For information purposes **only**, **the names of all** regular part-time probationary nurses shall be **included** in **the** seniority list. Seniority on **such** lists will be expressed in terms of total hours worked.
- (c) **A seniority list shall** be maintained for casual part-time nurses for **the** purposes of Article 10.06 only. Seniority on such lists will be expressed in terms of **total hours worked**, and shall be established on the following basis:
- i) At hospitals where casual **nurses** had **seniority under the provisions of a Collective Agreement prior to October 23, 1981**, such seniority shall continue with accumulation of hours worked since **October 23, 1981**.
  - ii) **At hospitals where there was no such** seniority, **the seniority list in 10.02 (c)** shall show accumulation of hours worked since **October 23, 1981**.

Articles 10.02(c)(i) and (ii) apply to 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 determined locally. A copy of ~~the~~ seniority list shall also be posted at the same time.

**10.03** A nurse's full seniority and service shall be retained by the nurse in the event that the nurse is transferred from full-time to part-time or in the event the nurse is transferred from casual to regular part-time or vice-versa. A nurse whose status ~~is~~ changed from full-time to parttime 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 eighteen (18) weeks while a nurse is on parental leave under Article 11.08. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to thirty-five (35) weeks while **such** nurse is on a parental leave under Article 11.08.

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

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

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

## 10.05

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

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

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

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

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

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

or his layoff. This shall also apply to a part-time employee on layoff who is the successful candidate for a vacant full-time position. In these circumstances, the job posting provisions will not apply.

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

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

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

- (c) Nurses shall be selected for positions under either 10.06 (a) or (b) on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where seniority governs, the most senior applicant, regardless of her or his ONA bargaining unit, will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that she or he cannot satisfactorily perform the job to which she or he was promoted, the Hospital will attempt, during the first 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.
  - (9) A nurse selected as a result of a posted vacancy or a Request for Transfer need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of her or his selection.
  - (g) Where nurses are reassigned to meet patient care needs at the hospital, they will be reassigned to units or areas where they are qualified to perform the available work.
- 10.07 (a) A "Layoff" shall include a reduction in a nurse's hours of work and cancellation of all or part of a nurse's scheduled shift.

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

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

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

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

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

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

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



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

## 10.08

- (1) In the event of a layoff, nurses shall be laid off in the reverse order of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be first laid off.
- (2) Nurses shall have the following entitlements in the event of a layoff;
  - (a) A nurse who has been notified of a short-term layoff may:
    - i) accept the layoff; or
    - ii) opt to retire if eligible under the terms of the Hospital's pension plan as outlined in Article 17.04; or
    - iii) elect to transfer to a vacant position, provided she or he is qualified to perform the available work; or
    - iv) displace the least senior nurse in the bargaining unit whose work she or he is qualified to perform.
  - (b) A nurse who has been notified of a long-term layoff may
    - i) accept the layoff; or
    - ii) opt to retire if eligible under the terms of the Hospital's pension plan as outlined in Article 17.04; or
    - iii) elect to transfer to a vacant position provided that she or he is qualified to perform the available work; or
    - iv) displace another nurse in any classification who has lesser bargaining unit seniority and who is the least senior nurse on a unit or area whose work the nurse subject to layoff is qualified to perform.

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

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

ix) The option to " accept a layoff " as provided in ~~this~~ Article includes the right of an employee to absent her or himself ~~from~~ the workplace.

- (3) (a) Where there are vacant positions available under Article 10, but the nurse is not qualified to perform the available work, and if such nurse is not able to displace another nurse under Article 10, the nurse will be provided with the necessary training up to twelve (12) weeks' training to enable the nurse to become qualified for one of the vacant positions. In determining ~~the~~ position for which training will be provided the Hospital shall take account of the nurse's stated preference.
- (b) When nurses would otherwise be recalled pursuant to Article 10 but none of the nurses on the recall list are qualified to perform ~~the~~ available work the Hospital will provide necessary training up to twelve (12) weeks to nurses, in order of seniority, to enable them to become qualified to perform the available work.
- (c) Where a nurse receives training under this provision, she or he need not be considered for any further vacancies for a period of ~~six~~ (6) months ~~from the~~ date she or he is placed in ~~the~~ position.

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

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

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

- (c) For the purposes of this article, a "temporary vacancy" shall mean an assignment which is anticipated to exceed five shifts (37.5 hours). Temporary vacancies which arise in the full-time bargaining unit shall be offered by seniority first to full-time nurses on layoff who have expressed interest, and if no such full-time nurse accepts then by seniority to regular part-time nurses on layoff who have expressed interest, and if no such part-time nurse accepts then to casual part-time nurses. Temporary vacancies which arise in the part-time unit shall be offered by seniority first to regular part-time nurses on layoff who have expressed interest, and if no such part-time nurse accepts then by seniority to full-time nurses on layoff who have expressed interest, and if no such full-time nurse accepts then to casual part-time nurses.
- (d) A nurse to whom an occasional or temporary vacancy is offered may accept or decline such vacancy and in either case shall maintain her or his position on the recall list.

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

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

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

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

A full-time employee who accepts a temporary part-time vacancy or occasional vacancies as provided herein will accrue seniority

throughout the period of such employment in the manner prescribed for part-time nurses.

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

- 10.10** (a) A nurse who is transferred to a position outside of the bargaining unit for a period of not more than 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.

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

Nurses will be assigned duties and responsibilities in accordance with the Regulated *Health* Professions Act and other applicable statutes and regulations thereto. Hospitals **will** not assign such duties and responsibilities to employees not

covered by **this** agreement unless those duties **and** responsibilities are appropriate to the position occupied by the person to whom **the** duties and responsibilities **are** being assigned and are consistent with quality patient care.

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

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

#### 10.12

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

- (a)** **the** Hospital shall notify affected nurses and **the** Association as soon as a formal decision to rationalize is taken (ref: Guidelines, paragraph 2);
- (b)** **the** Hospital and the Association shall begin discussions concerning **the** specifics of **the rationalization** forthwith after a decision to rationalize is taken (ref: Guidelines, paragraph 3);
- (c)** as soon as possible in **the** course of developing a plan for the implementation of the **rationalization** the Hospital shall notify affected nurses and **the** Association **of** the **projected** staffing needs, **and** their location, which are anticipated to result (ref: Guidelines, paragraph 6); notice to affected nurses and **the** Association shall include **the** estimated number and **types** of positions anticipated to be available,

and their location, as the result of the rationalization(ref: Guidelin paragraph 7 ) ;

- (d) if services in the Hospital are to be reduced or eliminated as the result of a rationalization, or if the employment of nurses is otherwise to be affected, ~~the~~ Hospital shall prepare a list of the affected nurses in order of seniority by jobs for which it considers such nurses are eligible. This list will be updated to reflect any changes due to employees leaving or entering the unit (ref: Guidelines, paragraph 7);
- (e) if a rationalization is anticipated to result in a loss of employment for nurses at another hospital by reason of the establishment of a new unit or the enlargement or extension of services at ~~the~~ Hospital:
  - i) in ~~the~~ period before a rationalization takes place, where a permanent vacancy occurs and has not been filled after Article 10.06 has been complied with, the vacancy shall be filled by the senior qualified employee of the other hospital who wishes to make an early transfer. A nurse taking such a position shall be treated as a transferring employee and not as a new hire (ref: Guidelines, paragraph 5);
  - ii) when the rationalization takes place, and ~~when~~ nurses formerly employed by the other hospital or hospitals involved are transferred to the Hospital, such nurses shall maintain their seniority dates and shall be placed on seniority lists at the Hospital accordingly. Thereafter they shall exercise seniority rights in accordance with this agreement (ref: Guidelines, paragraph 13). Following implementation of the rationalization, no nurse ~~who~~ has been transferred to the Hospital shall suffer a reduction in wages. If ~~the~~ wage grid in effect at the Hospital does not correspond to ~~the~~ grid in effect at the hospital at which such nurses were formerly employed, nurses whose wages were not identical to a wage step on ~~the~~ Hospital's grid shall be moved to the next higher ~~step~~. 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 service during such probationary period, and shall complete **the** balance of the probationary period required by this agreement. No new probationary period shall be served by a nurse who **has** been transferred to the Hospital (ref: Guidelines, paragraph 17).

- 10.13
- (a) Local Human Resource Plans **will** apply to **Health Services Restructuring Commission** directives. In other circumstances, **the** balance of this Article will apply.
  - (b) Before issuing notice of long term **layoff** pursuant to **Article 10.07(e)(ii)**, and following notice pursuant to **Article 10.07(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**.
  - (c) Where a **nurse** has received individual notice of **long** term layoff under Article 10.07 such nurse may resign and receive a separation **allowance** as follows:



- i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, she or he shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.
- ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, her or she shall be entitled to a separation allowance of four (4) weeks salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

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

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

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

## **ARTICLE 11 - LEAVES OF ABSENCE**

**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. The cumulative total leave of absence, the amount of notice, the number of nurses that may be absent at any one time and from any one area and the number of days is set out in the Appendix of Local Provisions. During such

leave of absence, a nurse's salary and applicable benefits or percentage in lieu of fringe ~~benefits~~ shall be maintained by the **Hospital** and the local Association agrees to reimburse the Hospital in ~~the~~ amount of ~~the~~ daily rate of the full-time nurse or **in** the amount **of the full cost of** such salary and percentage in lieu of **fringe benefits** ~~of~~ a part-time nurse except ~~for~~ Provincial **Committee** meetings which will be reimbursed **by** the Association. The Hospital **will bill** the local Association within a reasonable period **of time**. **Part-time nurses** will receive 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 or grandchild. "Spouse" for the purposes of bereavement leave ~~will~~ be defined as in the Family *Law Act*. "Spouse" for the purposes of bereavement leave ~~will~~ also include a partner of the same sex. "Immediate family" and "In-laws" as set out above shall include the relatives of 'spouses' as defined herein. Where a **nurse** does not qualify under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave ~~with~~ or without pay.

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

## 11.06

### Jury & Witness Duty

If a full-time or regular part-time nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties at the hospital, the nurse shall not lose ~~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.

## 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
- (9) On confirmation by the Employment Insurance Commission **of** **the** appropriateness **of** the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave **as** provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy **benefits** pursuant to Section **18** of **the Employment Insurance Act** shall be paid a supplemental employment benefit. **That** benefit will be equivalent to **the** difference between eighty-four percent (**84%**) of her regular **weekly** earnings and the sum of her weekly Employment Insurance benefits and any other earnings. **Such** payment shall **commence** following completion of **the** two (2) week Employment Insurance waiting period, and receipt by the Hospital of the nurse's Employment Insurance cheque stub as proof that **she** is in receipt **of** Employment Insurance pregnancy benefits, **and** shall continue for a maximum period of fifteen (15) **weeks**. The nurse's regular weekly earnings **shall** be determined by multiplying **her** regular **hourly** rate on her last **day** worked prior **to** **the**

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

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

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

- (a) Leave of absence, without pay, for the purposes of further education directly related to the nurse's employment with the Hospital may be granted on written application by the nurse to the 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 upgrade their nursing qualifications.

- (c) Leave of absence without **loss** of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars **directly** related to the nurse's employment at the hospital may be granted at the discretion of the Hospital **upon** written application by the nurse to the 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*, he or she shall be treated in a manner consistent with this Article.

**11.11** Pre-Paid Leave Plan

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

- (a) The plan is available to nurses wishing to spread four (4) years' salary over a five (5) year period, in accordance with **Part LXVIII** of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the 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.
- (9) 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:
  - (a) A statement that the nurse is entering the pre-paid leave program in accordance with Article 11.11 of the Collective Agreement
  - (b) The period of salary deferral and the period for which the leave is requested.
  - (c) The manner in which the deferred salary is to be held.

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

## 11.12

### Secondments

- (a) 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 10.11, 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 12.14 apply to full-time nurses only)

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

**The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan). The employee will pay the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.**

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

**12.03** Existing sick leave credits for **each** employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused **sick** leave days to the credit **of** the **nurse** on the **effective** date of

the transfer to ~~the~~ Plan set out in Article 12.01. The "sick leave bank" shall be utilized to:

- (a) Supplement payment for sick leave days under the new plan which would otherwise be at less than full wages, and;
- (b) Where a payout provision existed under the former sick leave plan in the Collective Agreement, payout shall be made on the termination of employment, or in the case of death, to the nurse's estate. The 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 Worker's Compensation.

#### 12.04

When a nurse has completed any portion of her or his regularly scheduled tour prior to going on sick leave benefits or Workers' Compensation benefits, the nurse shall be paid for the balance of the tour at her or his regular 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** Nurses returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.
- 12.06** **A nurse who transfers from full-time to part-time may elect to retain her or his accumulated sick leave credits to be utilized during part-time or subsequent full-time employment as provided under the sick leave plan in which the nurse participates as of October 23, 1981.**
- 12.07** Any dispute which may arise concerning a nurse's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement
- 12.08** Nurses presently employed who are covered by a long-term disability plan in effect as of the date of this award, may elect to be covered by HOODIP or to continue their present coverage.
- 12.09** The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.
- 12.10** During the term of operation of this Collective Agreement, the Hospitals will meet and consult with the Association with the view to assisting the parties in the next set of negotiations to improve the benefit coverage provided by HOODIP.
- 12.11** The Hospital will notify each nurse of the amount of unused sick leave in her or his bank annually.
- 12.12** For nurses whose regular hours of work are other than the standard work day, the short term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the existing plan shall apply mutatis mutandis.
- 12.13** Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 12.14** A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Worker's Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the nurse would receive from Workers' Compensation if the nurse's claim was approved, or the benefit to which the nurse would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the nurse provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final

determination of the claim by The Workplace Safety and Insurance Board.

If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the nurse would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

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

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

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.

**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 ~~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~~ **1.25** 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 out 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** his or her 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 12.17.

(e) Leaves of Absence

Article 1 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.

(9) Tour Exchange

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

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

(g) Overtime

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

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

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

(h) Scheduling Provisions

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

(i) Christmas Period

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

13.05 Individual Special Circumstance Arrangements

Notwithstanding Article 2.04, **the Hospital** and **the 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)

- (c) 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.

- 14.08**
- (a) In computing a full-time nurse's regular straight time hourly rate under this Collective Agreement such rate shall be established by dividing the product of the nurse's regular monthly salary exclusive of any allowance or premium pay times twelve (12) by the regular average weekly hours times fifty-two (52).
  - (b) The regular straight time hourly rate for a part-time nurse will be the hourly rate in the wage schedule set forth in Article 19.01 (a).

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

Where a nurse has worked and accumulated approved hours for which she or he is entitled to be paid premium pay (other than hours relating to working on paid holidays) such nurse shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e., where the applicable rate is time and one-half (1 1/2) then time off shall be at time and one-half (1/2)). 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.

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 **wilt** 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 first shift of the nurse's new schedule. 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 into 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 (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The nurse will provide to the Hospital satisfactory proof of payment of such taxi fare.

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

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



## **ARTICLE 15 - PAID HOLIDAYS**

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

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

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

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

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

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

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

**15.04** Subject to Article **15.02**:

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

**15.05** A nurse required to work ~~on~~ any of the foregoing holidays shall be **paid at the** rate of time and one-half (**1 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.
- (f) 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%

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

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

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

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

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

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

## **ARTICLE 17 - HEALTH AND WELFARE BENEFITS**

(Article 17 applies to full-time nurses only)

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

- (a) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Ontario Health Insurance Plan.
- (b) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Liberty Health Semi-Private Plan (which is comparable to the Blue Cross Plan) or comparable coverage with another carrier.
- (c) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Liberty Health Extended Health Care Benefits Plan (which is comparable to the existing Blue Cross Extended Health Care Benefits Plan) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the nurses through payroll deductions. In addition to the standard benefits, coverage will include hearing aids (maximum \$300/person); and effective no later than March 1, 2000, vision care (maximum \$150 every 24 months), and Drug Formulary 3.
- (d) The Hospital agrees to contribute 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under H.O.O.G.L.I.P. or such other group life insurance plan currently in effect providing the balance of the monthly premiums are paid by the employees through payroll deductions. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the nurse is entitled.
- (e) Hospitals of Ontario Voluntary Life Insurance Plan

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

- (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; effective no later than March 1, 2000, based on the current ODA fee schedule with a one year lag and nine month recall (adults only); and effective no later than March 1, 2000, 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.

- (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.

**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 unemployment insurance premium reduction will be retained by ~~the~~ Hospital towards offsetting the ~~cost of the~~ benefit improvements contained in this agreement

**17.09** The parties agree to establish a Benefits Review Subcommittee which will include four representatives from ~~the~~ Union and four representatives *from* the Participating 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.

## **ARTICLE 18 - 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 contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in **which** case the nurse **will** be paid. **It** is further **understood** and agreed that Article 18.04 applies in these circumstances. It is **further** agreed that any such reassignment will not adversely impact the scheduled hours of other nurses.
- (g) 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 monthly wage **schedule for** a full-time Registered

Nurse and the regular straight ~~time~~ hourly rates for all regular and casual part-time registered nurses at hospitals shall be as follows:

Classification - Registered Nurse

Effective April 1, 1998

start	18.67	3033.88
1 Year	19.60	3185.00
2 Years	20.38	3311.75
3 Years	21.45	3485.63
4 Years	22.51	3657.88
5 Years	23.58	3831.75
6 Years	24.92	4049.50
7 Years	26.24	4264.00
8 Years	27.58	4481.75
9 Years	28.93	4701.13

Effective April 1, 1999

Start	19.04	3094.00
1 Year	20.00	3250.00
2 Years	20.79	3378.38
3 Years	21.88	3555.50
4 Years	22.96	3731.00
5 Years	24.05	3908.13
6 Years	25.42	4130.75
7 Years	26.77	4350.13
8 Years	28.13	4571.13
9 Years	29.51	4795.38

Effective date of Ratification

Start	20.00	3250.00
1 Year	20.79	3378.38
2 Years	21.88	3555.50
3 Years	22.96	3731.00
4 Years	24.05	3908.13
5 Years	25.42	4130.75
6 Years	26.77	4350.13
7 Years	28.13	4571.13
8 Years	29.51	4795.38

Effective April 1, 2000

Start	20.50	3331.25
1 Year	21.31	3462.88
2 Years	22.43	3644.88
3 Years	23.54	3825.25
4 Years	24.66	4007.25
5 Years	26.05	4233.13
6 Years	27.44	4459.00
7 Years	28.84	4686.50
8 Years	30.24	4914.00

**NOTE ■ =** 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

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

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

Where the Association and the Hospital do not resolve the salary grid issue for the paramedical group, a grievance may be filed at Step No. 3 of the Grievance Procedure within seven (7) calendar days following any meeting.

If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 7.

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

## 19.03

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

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

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

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

- (b) Where the Hospital temporarily assigns a Registered Staff Nurse to carry out the assigned responsibilities of a higher classification (whether or not **such classification** is included in the bargaining unit) for a period of one (1) full tour or **more**, at times when **the** incumbent in any **such** classification **would otherwise** be working, the nurse shall be paid a premium **of** one dollar and 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 Registrations shall be **placed** on the level **in** the Registered Nurse's salary grid which represents an increase in salary.

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

**(d) Group, Unit or Team Leader**

Whenever an employee is assigned additional responsibility **to direct**, supervise or oversee work of **employees** within her **or** his **classification**, and/or be assigned overall responsibility for patient care on the unit, ward, or area, for a tour of duty, the employee shall **be** paid a premium **of** seventy cents (70¢) per hour in addition to her or his regular salary and applicable premium allowance.

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

- (a) Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the **time** of hiring on the application for employment form or otherwise. 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 19.06 (b) applies to part-time nurses **only**)

- (b) Claim for recent related clinical experience, if any, shall be made in writing **by** the part-time nurse at **the time** of hiring on the application **for** employment form **or otherwise**. Once established consistent with this provision, credit for recent **related** experience **will** be **retroactive** to **the** nurse's **date of hire**. The part-time nurses **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**.

#### 19.07

- (a) Each full-time nurse will be advanced from **her or his present** level to **the** next level set out in **the** Salary Schedule, **twelve (12)** months after she or he was **last** advanced on her **or his** service review date. If a full-time nurse's absence without pay from the Hospital **exceeds** thirty (30) continuous calendar days during each twelve (12) month period, **the** nurse's service review date will be extended by **the length of such** absence in excess of thirty (30) continuous calendar days.
- (b) Each regular part-time nurse will be advanced from her **or his** present level on the **salary** schedule to the next level **on the** salary schedule **after** obtaining one year's service credit, **calculated in** accordance with **the provisions** of Article 10.03.
- (c) Effective November 15, 1985 **casual** part-time nurses **will** be placed on the salary grid in accordance with their service, **such service** to **be** calculated in accordance with **the** seniority calculation set out in Article 10.02. Casual part-time nurses **will** then advance **on** the grid in the **same** manner as regular part-time nurses. (This clause applies to nurses **only**).

#### 19.08

- (a) A part-time employee whose status is altered to full-time in the same position will assume her **or his same** level **on the full-time** grid. A full-time employee whose status is altered to part-time in the same position will assume her **or his same** level **on the part-time** grid. **In**



addition, an employee who is so transferred will be given credit for service accumulated since the date of last advancement.

- (b) A casual part-time employee whose status is altered to regular part-time or vice versa in the same position will assume her or his same level on the grid. In addition, a casual part-time employee who is so transferred will be given credit for service accumulated since the date of last advancement.

### 19.09

- (a) When a new classification in the bargaining unit is established by the Hospital or the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Hospital agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Hospital and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step No. 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.

### 19.10 Education Allowance

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

- 19.11 All provisions except the general wage increase are effective date of ratification, save and except the changes to the insured benefits which will be effective as soon as practicably possible, but no later than March 1, 2000.

**Retroactivity** will be paid on the basis of hours paid within four full pay periods (approximately 8 weeks) of the date of ratification. 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.

## **ARTICLE 20 - JOB SHARING**

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

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

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

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

## **ARTICLE 21 - SUPERIOR CONDITIONS**

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

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

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

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

## ARTICLE 22 - DURATION

- 22.01** This Agreement shall continue in ~~effect~~ until March 31, 2001 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. Joint Central Committee
  2. Payment ~~for~~ Bargaining Unit President
  3. Professional Responsibility Complaint
  4. Joint Benefits Review Sub-committee
- 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 1

GRIEVANCE REPORT / RAPPORT DE GRIEF

COUNCIL LOCAL SECTION LOCALE DE L'AIIO	EMPLOYER EMPLOYEUR	STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. N° DU GRIEF	2.	
		3.	

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

STEP ONE PREMIÈRE ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR  DATE RECEIVED BY LOCAL: DATE DE RÉCEPTION PAR LA SECTION LOCALE:	DATE: DATE:  SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
STEP TWO DEUXIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR  DATE RECEIVED BY LOCAL: DATE DE RÉCEPTION PAR LA SECTION LOCALE:	DATE: DATE:  SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EM
STEP THREE TROISIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR  DATE RECEIVED BY LOCAL: DATE DE RÉCEPTION PAR LA SECTION LOCALE:	DATE: DATE:  SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR

APPENDIX 2LIST OF PROFESSIONAL RESPONSIBILITYASSESSMENT COMMITTEE - CHAIRPERSONS

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

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.

\*\*\*\*\* \*

**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.

\*\*\*\*\*

**Letter to Hospitals of Ontario Pension Plan (HOOPP) Regarding Surplus for Retirees' Benefits**

The parties hereby request that the Hospitals of Ontario Pension Plan (HOOPP) explore ways and ~~means~~ whereby the pension plan's surplus may be utilized to fund benefits (EHC, Dental, Life and Semi-Private) for retired nurses.

\*\*\*\*\*

**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: 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.

DATED AT TORONTO, ONTARIO, THIS 31ST DAY OF MARCH 2000.

FOR THE ASSOCIATION

Dan Anderson  
Linda Haslam-Stroud  
Lesley Bell  
Linda Lachance  
Barb Wahl  
Donna Bain  
Sylvia Blanchard  
Jo Anne Shannon  
Valerie MacDonald  
Debbie McCrank  
Carolyn Prepp  
Gatherine Iles-Peck  
Marjorie Calvin  
Elizabeth Dewar  
Lawrence Walter  
Judith McIlwaine

FOR THE HOSPITALS

Robert J. Bass  
Maureen Bedek  
Garry Cardiff  
Ruth Dixon  
Marilyn Travaglini  
Sue Graham  
Bernie D. Schmidt  
Joan Edwards  
Sylvia Halliday  
Bronwen Morgan  
Ursula Verstraete  
Richard Kelly  
Judith Skelton-Green  
Randy Belair  
Dan McPherson



**APPENDIX 3 – SALARY RATES**Classification - Registered Nurse

	<u>Effective April 1, 1998</u>			<u>Effective April 1, 1999</u>	
	<u>Hourly</u>	<u>Monthly</u>		<u>Hourly</u>	<u>Monthly</u>
Start	18.67	3033.88	Start	19.04	3094.00
1 Year	19.60	3185.00	1 Year	20.00	3250.00
2 Years	20.38	3311.75	2 Years	20.79	3378.38
3 Years	21.45	3485.63	3 Years	21.88	3555.50
4 Years	22.51	3657.88	4 Years	22.96	3731.00
5 Years	23.58	3831.75	5 Years	24.05	3908.13
6 Years	24.92	4049.50	6 Years	25.42	4130.75
7 Years	26.24	4264.00	7 Years	26.77	4350.13
8 Years	27.58	4481.75	8 Years	28.13	4571.13
9 Years	28.93	4701.13	9 Years	29.51	4795.38

	<u>Effective date of Ratification</u>			<u>Effective April 1, 2000</u>	
	<u>Hourly</u>	<u>Monthly</u>		<u>Hourly</u>	<u>Monthly</u>
Start	20.00	3250.00	Start	20.50	3331.25
1 Year	20.79	3378.38	1 Year	21.31	3462.88
2 Years	21.88	3555.50	2 Years	22.43	3644.88
3 Years	22.96	3731.00	3 Years	23.54	3825.25
4 Years	24.05	3908.13	4 Years	24.66	4007.25
5 Years	25.42	4130.75	5 Years	26.05	4233.13
6 Years	26.77	4350.13	6 Years	27.44	4459.00
7 Years	28.13	4571.13	7 Years	28.84	4686.50
8 Years	29.51	4795.38	8 Years	30.24	4914.00

Classification – Graduate Nurse

	<u>Effective April 1, 1998</u>			<u>Effective April 1, 1999</u>	
	<u>Hourly</u>	<u>Monthly</u>		<u>Hourly</u>	<u>Monthly</u>
START	17.52	2847.05	17.87	2904.00	
1 Year	18.37	2985.69	18.74	3045.41	
2 Years	19.11	3105.73	19.50	3167.84	
3 Years	20.08	3262.96	20.49	3328.22	
4 Years	21.05	3421.88	21.47	3490.31	
5 Years	22.03	3580.80	22.47	3652.42	
6 Years	23.25	3776.92	23.71	3852.46	
7 Years	24.42	3967.95	24.91	4047.31	
8 Years	25.66	4170.83	26.18	4254.25	
9 Years	26.90	4370.33	27.44	4457.74	

	<u>Effective Date of Ratification</u>		<u>Effective April 1, 2000</u>	
	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>
START	18.74	3045.41	19.21	3121.55
1 Year	19.50	3167.84	19.99	3247.04
2 Years	20.49	3328.22	21.00	3411.43
3 Years	21.47	3490.31	22.01	3577.57
4 Years	22.47	3652.42	23.03	3743.73
5 Years	23.71	3852.46	24.30	3948.77
6 Years	24.91	4047.31	25.53	4148.49
7 Years	26.18	4254.25	26.83	4360.61
8 Years	27.44	4457.74	28.13	4569.18

APPENDIX 4 – SUPERIOR CONDITIONS

The following provisions in existence in the Collective Agreement which expired September 30, 1980 shall be retained as 'Superior Conditions.'

ARTICLE 8 – ASSOCIATION SECURITY

- 8.01** Concurrent with submitting the regular monthly Association dues, the Hospital will provide the Association with the names of new nurses including their classification and category.

ARTICLE 18 – EDUCATIONAL ALLOWANCE

- 18.01** Where the Hospital considers that additional education preparation is required for a job, then such preparation shall be paid for according to the following scale:

Special Courses or N.U.A.	<b>\$15.00</b> monthly
1 Year University Diploma	<b>\$40.00</b> monthly
B.Sc.N.	<b>\$80.00</b> monthly
Master's Degree	<b>\$120.00</b> monthly

ARTICLE 22.03 – PART-TIME NURSES' EARNED LEAVE (VACATIONS)

- (b) Relief Part-time nurses hired up to and including October 22<sup>nd</sup>, 1981 shall be entitled to receive 6% vacation pay during July of each year, regardless of when they arrange for time off.

**APPENDIX 5 – LOCAL PROVISIONS**

**TABLE OF CONTENTS**

APPENDIX 5 – LOCAL PROVISIONS.....	1
ARTICLE A - RECOGNITION.....	1
ARTICLE B - MANAGEMENT RIGHTS.....	1
ARTICLE C - REPRESENTATION AND COMMITTEES .....	2
ARTICLE D - SENIORITY.....	3
ARTICLE E - LEAVE OF ABSENCE -ASSOCIATION BUSINESS (LOCAL).....	3
ARTICLE F – STAND-BY DUTY.....	3
ARTICLE G - HOURS OF WORK.....	4
ARTICLE H - VACATIONS.....	9
ARTICLE I - PAID HOLIDAYS.....	10
ARTICLE J - GENERAL.....	10
ARTICLE K - PREPAID LEAVE.....	11
ARTICLE L - AVAILABILITY OF PART-TIME NURSES.....	11
ARTICLE M - WORKERS' COMPENSATION AND MODIFIED WORK.....	13
ARTICLE N - JOB SHARING.....	13
ARTICLE O - NURSE ASSAULT.....	15
LETTER OF UNDERSTANDING.....	17
RE: Certificate of Competence .....	17

## **APPENDIX 5 – LOCAL PROVISIONS**

### **ARTICLE A - RECOGNITION**

- A-1            The Hospital recognizes the Association as the exclusive bargaining agent for all Registered and Graduate nurses engaged in a nursing capacity employed by Norfolk Hospital save and except Nurse Manager and those above the rank of Nurse Manager.
- A-2            As used herein, the term "Hospital" shall be deemed to mean the Norfolk General Hospital and the Norfolk Hospital Nursing Home.
- A-3            Wherever the word "Supervisor" is used in this Agreement, it shall be considered as meaning the first supervisory level excluded from the Bargaining Unit.

### **ARTICLE B - MANAGEMENT RIGHTS**

- B-1            The Association acknowledges that except as expressly modified by any other Articles of this Collective Agreement, it is the exclusive function of the Hospital to manage and direct its operations and affairs in all respects and without limiting or restricting that function
- (a)            to maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the nurses;
  - (b)            to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge nurses and to assign nurses to tours and to increase and decrease working forces provided that a claim of discriminatory classification, promotion, transfer, demotion, or a claim by a nurse that she has been disciplined, suspended or discharged without just cause may become the subject of a grievance and be dealt with as hereinafter provided;
  - (c)            to determine the services to be rendered, the methods, the work procedures, the types and locations of machines, tools, instruments and equipment to be used, to select, control and direct the use of all materials required in the operation of the Hospital, to schedule the work and services to be provided and performed and to make, alter and enforce regulations governing the use of materials, equipment and services may be deemed necessary in the interest of safety and the well being of the Hospital, patients and the public.
  - (d)            It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.
- B-2            The Hospital shall further have the right to make and enforce reasonable rules and regulations applicable to nurses in connection with their work. Such rules shall not be inconsistent with the terms of this Agreement. Written rules established by the Hospital which apply to nurses will be posted on bulletin boards.

## **ARTICLE C - REPRESENTATION AND COMMITTEES**

It is understood that the Committees and number of nurses elected are representative of both the Full-time and Part-time bargaining units in total.

### **C-1            Hospital-Association Committee**

There shall be a Hospital-Association Committee as provided for in Article 6.02 composed of four **(4)** nurses appointed to act on behalf of the local Association. The number of nursing representatives may be increased by mutual agreement. Where an individual nurse or nurses from a unit wish to raise issues of concern then the Association will inform the Hospital of the nurses who will attend the Hospital-Association Committee meeting. It is understood that concerns will be brought to the Nurse Manager for discussion prior to the matter being raised at a Hospital-Association meeting.

### **C-2            Grievance Committee**

There shall be a Grievance Committee as provided for in Article 6.01 comprised of not more than three (3) nurse representatives or officers of the Association.

### **C-3            Negotiating Committee**

There shall be a Negotiating Committee as provided for in Article 6.03 comprised of not more than four **(4)** Association members, 2 full-time nurses and 2 part-time nurses, one of whom shall be the President of the Local Association.

### **C-4            Professional Development**

There shall be a professional development committee, as provided for in Article 9, comprised of four **(4)** representatives of the Association and up to four **(4)** representatives of the Hospital.

**C-5**            The Association shall inform the Hospital of the names of the nurse representatives and the areas which they represent and any changes to the representatives as they occur.

In electing nurse representatives the Association will consider the areas to be represented such that the representatives will cover the areas in which they work and all areas will have a representative.

It is understood, however that a representative may cover more than one area.

**C-6**            Nurse representatives, committee members, and Association officers will be responsible for supplying their Supervisors with information as to time off as required by the terms of this Agreement.

**C-7**      Certified Worker

The Employer shall recognize one (1) ONA member as a certified worker pursuant to the Occupational Health and Safety Act.

**C-8**      Association Interview

The interview of newly-hired nurses as provided for in Article 5.06 shall take place at a date and time to be mutually agreed upon between the Hospital and the local Association.

**C-9**      The Employer will pay the Bargaining Unit President at her/his regular straight time hourly rate for all time spent attending prescheduled meetings with the Employer outside her/his regular scheduled working hours.

**ARTICLE D - SENIORITY**

**D-1**      The seniority lists for nurses as provided for in Article 10.02 shall be posted by the Hospital during January and July of each year.

**ARTICLE E - LEAVE OF ABSENCE - ASSOCIATION BUSINESS (LOCAL)**

It is understood that Article E-1 (a) to (c) inclusive is representative of both the Full-time and Part-time bargaining units in total.

**E-1**      Leave of absence for Association business as provided for in Article 11.02 will be granted pursuant to the following provisions:

- (a) Adequate notice of at least ten (10) days is given to the Hospital. Where it is not possible for the Association to give ten (10) days notice such request shall not be unreasonably denied.
- (b) That not more than four (4) nurses at any one (1) time and not more than two (2) nurses from one (1) area;
- (c) That the total number of days in any one (1) calendar year for such leave for all nurses not exceed sixty (60) days.
- (d) **All** requests for leaves of absence must be in writing and submitted to the Human Resources Department and entered in the Nursing Unit Log Book.

**ARTICLE F – STAND-BY DUTY**

**F-1**      A nurse taking standby duty shall not be required to take more than seven (7) stand-by tours in any twenty-eight (28) day period, unless by mutual consent.

**ARTICLE G - HOURS OF WORK**

**G-1** (a) Shift schedules shall be posted two **(2)** weeks in advance and shall cover a four **(4)** week period.

(b) Request for specific days ~~off~~ which are submitted in writing to the appropriate Nurse Manager at least *two* (2) weeks in advance of the date the time off is to occur and requests with less than ~~two~~ (2) weeks notice will not be unreasonably denied.

(c) Where two (2) nurses, with comparable skills and expertise, agree to exchange tours, such arrangement shall be made in writing. Such requests shall not be unreasonably denied.

(d) Eight Hour Schedules

There will be at least sixteen **(16)** consecutive hours off between tours of duty.

For part-time nurses in Surgical Day Care there will be at least fourteen **(14)** consecutive hours ~~off~~ between tours of duty.

A change to the day tour following the night tour requires at least forty-eight **(48)** consecutive hours between such changes.

Should a nurse work with less than sixteen **(16)** consecutive hours off or forty-eight **(48)** consecutive hours off following the night tour as above, the nurse shall be paid in accordance with Article **14.03** for **all** hours worked on the next tour worked.

Should a part-time nurse in Surgical Day Care work with less than fourteen **(14)** consecutive hours *off*, the nurse shall be paid in accordance with Article **14.03** for all hours worked on the next tour worked.

(e) Twelve Hour Schedules

There will be at least twelve **(12)** consecutive hours off between tours of duty.

A change to the day tour following the night tour requires at least forty-eight **(48)** consecutive hours between such changes.

Should a nurse work with less than twelve **(12)** consecutive hours off or forty-eight **(48)** consecutive hours ~~off~~ following the night tour as above, the nurse shall be paid in accordance with Article **14.03** for all hours worked on the next tour worked.

For schedules for Part-Time Nurses, Article (e) applies for pre-booked time. A shorter period of time between changes of tour may be scheduled by mutual consent. It is understood that if a part-time nurse is called in and accepts the call in; premium payment will not apply unless for other premium



payment requirements within other terms of the Collective Agreement.

- (f) Scheduling of Team Changes with less than forty-eight (**48**) consecutive hours off between such changes shall not result in premium payment **as** specified in Article **14.03**.

If there are concerns expressed by a nurse impacted by a Team change, she/he may request a meeting with the Director, Human Resources, the Nurse Manager and a Union representative prior to the implementation of the Team change.

- (g) Spilt tours will not be scheduled.
- (h) A weekend will be defined as approximately fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- (i) The Hospital shall schedule a Nurse for:
- i) at least one (1) weekend ~~off~~ in three (3) in the case of a normal daily tour.
  - ii) every other weekend off in the case of the normal daily extended tour.
- (j) Should a nurse work a third and subsequent weekend as in (i) i) above or a second and subsequent weekend as in (i) ii) above then she shall be paid in accordance with Article **14.03** for all hours worked.
- (k) A Full-Time nurse will not receive premium payment referred to in (i) and (j) above where:
- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - ii) such nurse has requested weekend work; or
  - iii) such weekend is worked as the result of an exchange of shifts with another nurse.
- (l) A Part-Time nurse will receive premium payment as provided for in Article **14.03** for all hours worked on a third consecutive and subsequent weekend save and except where:
- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - ii) such weekend is worked as the result of an exchange of shifts with another nurse.

- (m) A Part-Time nurse shall not be required to change tours of duty ~~more than~~ once during a work week.
- (n) Every consideration will be given by the Hospital to a Nurse who requests to work evening or night tours on a permanent basis.
- (o)
- i) Schedules which apply to nurses working the normal daily tour may provide for more than five **(5)** consecutive tours of work, but not more than seven ~~(7)~~ tours of work without days off.
  - ii) Should a nurse be scheduled to work in excess of seven (7) consecutive tours, she shall be paid in accordance with Article **14.03** for those tours in excess of seven (7) consecutive tours.
  - iii) Nurses working the normal daily extended tour shall not be scheduled to work more than three (3) consecutive tours without days off.
  - iv) Should a nurse be scheduled to work more than three (3) consecutive tours, she shall be paid in accordance with Article **14.03** for those tours in excess ~~of~~ three **(3)** consecutive tours.
  - v) Where a part-time nurse works a combination of normal daily tours (7.5 hours) and normal daily extended tours **(11.25 hours)**, she shall not be scheduled to work more than **3** consecutive tours without days off. Should a part-time nurse be scheduled to work more than three **(3)** consecutive tours and her hours of work exceed **33.75** hours then she shall be paid in accordance with Article **14.03** for all hours worked in excess of **33.75** hours.
- (p)
- i) The normal daily extended tour shall be introduced into any unit with mutual agreement between the Hospital and the Association when:
    - (a) Sixty percent (60%) of nurses normally scheduled to work in that unit so indicate by secret ballot.
    - and
    - (b) The Hospital approves the implementation of the normal daily extended tour.
  - ii) The normal daily extended tour shall be discontinued on any unit when:
    - (a) Sixty percent (60%) of the nurses normally scheduled to work on the unit so indicate by secret ballot.
    - (b) The Hospital notifies the Association of its intention to discontinue the normal daily extended tour.

- iii) Where either party gives notice to the other of its intention to discontinue the normal daily extended tour, the parties shall meet within two (2) weeks to review and discuss the matter and attempt to resolve the concerns.
  - iv) Where it is determined that the normal daily extended tour will be discontinued, one hundred and twenty (12) calendar days' notice shall be given to the other party, and to affected nurses where applicable.
- (q) The following areas are presently working a normal daily extended tour:
- Intensive Coronary Care, Emergency, 3E, 3B, 4B
- (r) i) For Full-Time a nurse who normally rotates tours, the length of normal working periods on day, evening or night rotation shall not exceed two (2) weeks in duration, except in extenuating circumstances. A nurse shall not be required to change tours of duty more than once during a work week.
  - ii) The Hospital will endeavour to maintain the current practice of providing rotations, for Full-Time nurses, so that at least 50% of the tours shall be day tours. This provision excludes the rotation where Team Changes occur.
- (s) The nurses on any unit who intend to implement self scheduling for their unit over the Christmas/New Year's period must inform their Nurse Manager by the first Monday in October of each year of:
- i) the intent of full-time and/or part-time nurses to self schedule, and
  - ii) the name of their designated unit representative, appointed by the nursing staff on the unit to coordinate the Christmas/New Year's schedule.

The Nurse Manager will post the coverage needed. Nurses who wish to self-schedule are responsible to provide the coverage identified by the Nurse Manager as necessary to meet the patient care needs of the Union.

A full-time nurse may work her/his normal scheduled rotation provided she/he works either Christmas or New Year's on alternate years, and if necessary, on alternate shifts on .alternateyears.

In implementing self scheduling, the following provisions shall apply.

- (1) This provision shall not apply to any area where nurses normally work Monday to Friday, and are not normally scheduled to work on paid holidays.

- (2) The normal scheduling regulations may be waived by mutual agreement between the parties for the scheduled time period for Christmas and New Year's.
- (3) A nurse shall be allowed to self-schedule four (4) consecutive days off at either the Christmas or New Year's season. For nurses working the evening tour, time off at Christmas and New Year's will include Christmas Eve or New Year's Eve. Christmas and New Year's Eves shall be considered to commence with the day tour on the days immediately preceding Christmas and New Year's.
- (4) Nurses with comparable skills and expertise shall also have the opportunity to exchange shifts over Christmas and New Years with the Hospital's approval.
- (5) The schedule must be submitted, by the unit representative, to the Nurse Manager two (2) weeks prior to the posting date of the time schedule for Christmas and New Year's. The Nurse Manager will post the approved schedule in accordance with G-1 (a).
- (6) Any disputes regarding self scheduling shall be submitted to the Hospital-Association Committee for discussion at the meeting scheduled in November.
- (7) If the nurses are unable to develop a schedule to meet the needs of the unit and the approval of the Nurse Manager, then the following shall apply:
- i) Full-time nurses will work either Christmas or New Year's on alternate years, and if necessary, alternate shifts on alternate years;
  - ii) Christmas shall be defined as commencing at 1900 hours on December 24th to 0700 hours on December 26th.
- New Year's shall be defined as commencing at 1900 hours on December 31st to 1900 hours on January 1st.
- (8) Nursing staff may request vacation time over this period. Vacation requests will be considered by the Nurse Manager providing there is the required coverage to meet patient care needs. Vacation requests require approval of the Nurse Manager.
- (t) Full-time and part-time nurses who accumulate lieu time as provided in Article 14.09 shall take such lieu time by March 31 at a time mutually agreeable to the nurse and the Nurse Manager.

Lieu time not taken by March 31 shall be paid out in the pay period following March 31.

- (u) A nurse who is on scheduled days off, paid holidays, or vacation shall not be called to work until part-time nurses who are available have been called.
- A Part-Time nurse who is called in to work while on scheduled vacation shall be paid in accordance to Article 14.03 for all hours worked while on scheduled vacation.
- (v) Shift Premium
- In reference to Article 14.10, an evening shift shall be all hours worked between 1500 and 2300 hours, and a night shift shall be all hours worked between 2300 hours and 0700 hours.
- (w) For the schedules of full-time nurses, (which includes job sharers), the one (1) tour off of 11.25 hours in a six (6) week period may be taken during any pay period of the six (6) week time frame as requested by the nurse, excluding Friday night tour and weekends, and shall be mutually agreed upon between the nurse and the Nurse Manager.
- (x) Where a nurse notifies her Nurse Manager or designate that she will be unable to take her relief periods, she will be paid time and one-half (1½) her regular straight time hourly rate for all time worked.

## ARTICLE H - VACATIONS

- H-1 (a) Full-time nurses shall submit their vacation requests for the Time Block which includes July 1<sup>st</sup> to the Time Block which includes Labour Day (Summer Time Block). Requests shall be submitted in writing four (4) weeks prior to the date of the Time Block which includes July 1<sup>st</sup>.
- The Hospital will post the summer vacation schedule two (2) weeks prior to the start of the July 1<sup>st</sup> Time Block.
- Requests for vacation at any other time shall be made four (4) weeks in advance of the time requested.
- (b) Where a dispute arises as between nurses requesting the same vacation times, then seniority within the Unit shall apply.
- (c) The Hospital will endeavour to schedule vacations on as equitable a basis as possible having regard to the efficient operation of the Hospital.
- (d) Vacation entitlement shall be measured as of July 1st of each year. Vacations may not be accumulated from one year to the next.
- (e) If requested in writing at least three (3) weeks in advance, a Full-Time nurse shall receive her vacation pay prior to her leaving on vacation.

- (f) Vacation pay will be issued by a separate, itemized cheque to part-time nurses during July of each year, regardless of when she arranges for time off.
- (g) Full-time nurses may take a maximum of two (2) weeks of their vacation entitlement off during the summer months. When all full-time nurses have had the opportunity to schedule their 2 weeks off then any time remaining will be granted on the basis of seniority.
- (h) Where a Full-time nurse has requested vacation and a Part-time nurse has been scheduled to replace the Full-time nurse then any change to that schedule shall only be by mutual agreement between the nurses and the Nurse Manager. Failing mutual agreement the Nurse Manager will make the decision.

### ARTICLE I - PAID HOLIDAYS

I-1 The following Paid Holidays will be recognized by the Hospital:

New Year's Day	Labour Day
Third Monday in February	Thanksgiving Day
<b>Good Friday</b>	Remembrance <b>Day</b>
Easter Sunday	Christmas Day
Victoria Day	Boxing Day
Canada Day - July 1	
Civic Holiday	

#### Full Time Only

- I-2 Lieu days as provided for in Article 15.05 shall be taken within fifty (50) days prior to or fifty (50) days after the paid holiday, on a day to be mutually agreed between the nurse and her Nurse Manager.
- I-3 Where a full-time nurse has requested a lieu day for a holiday and a part-time nurse has been scheduled to work to cover that shift then any change to that scheduled day shall only be by mutual agreement between the nurses and the Nurse Manager. Failing mutual agreement the Nurse Manager **will** make the decision.

### ARTICLE J - GENERAL

- J-1 Where any provision of this Agreement or any practice thereunder is at any time contrary to law, this Agreement is not to be deemed to be abrogated, but is to be deemed to be amended so as to make the provisions of this Agreement conform to the law.
- J-2 **All** correspondence arising out of or incidental to this Collective Agreement shall pass between the Director, Human Resources of the Hospital and the President of

the Association as well as a copy being sent to the Employment Relations officer of the Ontario Nurses' Association.

**J-3** The Hospital shall provide bulletin board space for the purpose of posting Association notices. All such notices must be jointly approved by the President of the Association, and the Hospital Director, Human Resources, or their designates.

**J-4** The Hospital will provide pays by direct deposit on a bi-weekly basis into the nurse's account. Pay statements will be available on the Wednesday prior to the regular Thursday pay day. Pay statements will be kept on each unit for six **(6)** weeks.

During the Christmas period if the financial institutions do not have sufficient time to electronically prepare deposits then the Hospital will issue individual pay cheques. The Hospital will make every attempt to issue pay cheques to nurses in order to provide time for banking opportunity.

**J-5** Nurses shall have the option to wear or not to wear a nurses cap on duty.

**J-6** The Hospital shall provide Hospital Greens/Scrub Uniforms in the following areas: Operating Room, Recovery Room, Nursery, Delivery Room, and Emergency.

**J-7** In accordance with Article 10.06 (d), the parties agree that full-time nurses may be considered for temporary full-time vacancies on the same basis as regular part-time nurses.

#### **ARTICLE K - PREPAID LEAVE**

**K-1** In accordance with Article 11.11 the number of nurses **who** may be absent at any one time shall be seven (7) Full-time nurses and three (3) Part-time nurses.

It is understood that only one Full-time nurse may be absent from any one unit.

#### **ARTICLE L - AVAILABILITY OF PART-TIME NURSES**

**L-1** Nurses employed on a Regular Part-time basis will be available to work **as** follows:

- (1) At least ten (10) months of the year. Twelve (12) weeks of the ten (10) months of availability will be during the Summer Time Block and the month of December. For those nurses who vacation entitlement exceeds four **(4)** weeks, they must be available eleven (11) weeks of the ten (10) months of availability Summer Time Block and the month of December.
- (2) At least two (2) 11.25 hour tours or three (3) 7.5 hour tours per week.
- (3) Two (2) tours - i.e. days and evenings; or evenings and nights; or days and nights.
- (4) One (1) weekend in three (3), or more by mutual consent.

- (5) Part-time nurses shall submit their availability for the Time Block which includes July 1<sup>st</sup> to the Time Block which includes Labour Day (Summer Time Block). Requests shall be submitted in writing four (4) weeks prior to the date of the Time Block which includes July 1.
- (6) At least five (5) paid Holidays per year other than Christmas and New Year's.
- (7) Part-time nurses will submit their availability for the Time Block(s) which includes Christmas and New Year's two (2) weeks prior to the posting date of the time schedule for Christmas and New Year's.
- (8) Over the Christmas period or New Year's period for one normal daily tour or extended tour on Christmas Eve or Christmas Day; New Year's Eve or New Year's Day on alternate years, or if necessary, on alternate shifts.

Christmas shall be defined as commencing at 1900 hours on December 24<sup>th</sup> to 0700 hours on December 26<sup>th</sup>.

New Year's shall be defined as commencing at 1900 hours on December 31<sup>st</sup> to 1900 hours on January 1<sup>st</sup>.

- (9) The Hospital will endeavour to see that each nurse is entitled to receive four (4) consecutive days off at either the Christmas or New Year's season. For nurses working the evening tour, time off at Christmas and New Year's will include Christmas Eve or New Year's Eve. Christmas and New Year's Eve shall be considered to commence with the day tour on the days immediately preceding Christmas or New Year's.

This provision shall not apply to any area where nurses normally work Monday to Friday, and are not normally scheduled to work on paid holidays.

Nurses with comparable skills and expertise shall also have the opportunity to exchange shifts over Christmas and New Year's with the Hospital's approval.

- (10) i) Prescheduled shifts will be distributed on as relatively equitable basis as possible.
- ii) Any additional tours which become available after schedules are posted will be offered to Regular Part-Time nurses in accordance with seniority until each Regular Part-Time nurse has reached 22.5 hours per week which is the commitment of availability.
- iii) 22.5 hours commences from Monday to Sunday.
- iv) Once all Regular Part-Time nurses have met their commitment of availability of 22.5 hours per week, remaining tours will be offered on the basis of seniority.



- v) Any Regular Part-Time nurse, whose scheduled tour(s) has been cancelled prior to the commencement of her tour, will be offered the first available tour, within her clinical expertise, as a make up tour prior to any other calls as noted above.
- vi) Where it is necessary to cancel a scheduled shift of a Regular Part-time nurse in any unit, after she has reported to work, the Regular Part-time nurse with the least seniority will be cancelled and she shall be entitled to exercise her seniority to bump a nurse with less seniority unless a senior nurse has been called in to work in which case she shall be cancelled and she shall then be entitled to bump a nurse with lesser seniority who may also be working as a result of a call-in.
- vii) Casual Part-time nurses will only be called when the above procedure has been fully implemented and no Regular part-time nurses or job sharers are available.

L-2 Part-time nurses shall submit availability sheets to the Staffing Office at least two (2) weeks prior to the posting date as in G-1 (a).

After the schedule is posted, part-time nurses will endeavour to submit any changes to their availability to the Staffing Office.

#### **ARTICLE M -WORKERS' COMPENSATION AND MODIFIED WORK**

- M-1 The Hospital will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
- M-2 When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a Staff Representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- M-3 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

#### **ARTICLE N -JOB SHARING**

The parties mutually agree to implement job sharing. The Employer shall not arbitrarily or unreasonably refuse to implement job sharing.

The Parties agree to the following terms and conditions and scheduling for Job Sharing.

Each unit is limited to one job share arrangement unless otherwise agreed between the parties.

Where the parties have agreed to a job share arrangement a notice will be posted for a two week period to allow any nurse the opportunity to submit a request for a job share position. Following the two week period, should more than one request be received then seniority shall be the deciding factor.

- N-1           **All** such positions shall be considered full-time.
- N-2           Job share requests with regard to full-time positions shall be on an individual basis, subject to the above.
- N-3           Total hours worked by the job sharer shall equal one **(1)** full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) nurses. Where there is a conflict, the Nurse Manager will be consulted.
- N-4           The above schedules shall conform with the scheduling provisions applicable to **Full-Time** nurses.
- N-5           Job Sharers shall be treated as regular part-time nurses for all purposes with the exception of Article L. Job sharers may be called for additional shifts which become available on their unit only after all regular part-time nurses on the unit have been offered the work in accordance with Article L-1 (10).
- N-6           Each job sharer may exchange shifts with her partner, if her partner **is** unable to exchange she may exchange with other nurses as provided by the Collective Agreement.
- N-7           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 nurse would be required to work.
- N-8           It is expected that both job sharers will be prepared to cover each others vacation, however, if the job sharers do not cover each other for vacation then they will be part of the vacation quota and approval of their vacation request will be subject to availability of Part-time coverage.
- N-9           Job sharers will endeavour to cover leaves of absence including sick leave of their partner. If the partner is unable to cover the entire leave she must inform her manager. For those shifts which the partner is unable to cover the Hospital will provide the necessary coverage.
- N-10           Implementation
- Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- N-11           An incumbent full-time nurse wishing to share her position may request, in writing, that the Employer create a job sharing position. If the Employer and the Union agree to establishing a job share position then a notice will be posted indicating that

a nurse has made such a request and providing a two week period for any other nurse to also make such a request. Where more than one request is received then seniority shall **be** the deciding factor, and only the other half of the job share position will be posted and selection will be made on the criteria set out **in** the Collective Agreement.

- N-12 If one of the job sharers leaves the arrangement, her 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 job sharer will be offered the position on a full-time basis, should she decline, then she shall exercise her seniority rights under the Collective Agreement. The full-time position will then be posted in accordance with the Collective Agreement.
- N-13 Either party may terminate the job sharing arrangement on giving eight (8) weeks notice to the other, in writing, of their desire to terminate. A meeting will be **held** within two (2) weeks of notice to discuss reasons and implementation. It is understood that such discontinuation shall not be unreasonable or arbitrary.

#### **ARTICLE O - NURSE ASSAULT**

- O-1 The Hospital, with the nurse's consent, will inform the Association as soon as possible of any nurse who has been assaulted while performing her work. Such information shall be submitted in writing to the Association as soon as possible.
- The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property such **as** eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing her work.

DATED at Simcoe, Ontario, this 15<sup>th</sup> day of November, 2001.

FOR THE HOSPITAL

Gloria Hausen

[Signature]

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION

Maisha Mazark  
Labour Relations Officer

Linda Heffernan

Carol-Lynn Verschuere Hunt

Janith Colautri

Rancy Casdown

**LETTER OF UNDERSTANDING**

Between

NORFOLK GENERAL HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

RE: Certificate of Competence

The parties have agreed that the Nursing Office will establish a system to record the Nurse's Certificate of Competence. A listing will be provided of nurses in each Unit with provision for Date Submitted, Nurse's Initial and Hospital Representative's Initial.

Example as follows:

Nurse's Name	Date Submitted	Nurse's Initial	Hospital Rep. Initial

The Association agrees to discuss at Ratification the nurse's obligation under Article 2, Article 19.03, 19.04 in regard to her Certificate of Competence.

DATED at Simcoe, Ontario, this 15th day of November, 2001.

FOR THE HOSPITAL

FOR THE UNION

Gloria Harrison

Labour Relations Officer

[Signature]

Linda Hfferman

Carol Lynn Verschuere-Grant

 

Quinn Colantoni

Nancy Easdown

**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/HEURE DE L'INCIDENT _____		DATE TO EMPLOYER DATE DE NOTIFICATION À L'EMPLOYEUR _____	
AGENCY ORGANISME _____		WARD SERVICE _____	SHIFT ÉQUIPE _____
TYPE OF CARE TYPE DE SOINS _____	BED CAPACITY Nbre de LITS _____	PATIENTS(#) Nbre de PATIENTS(#) _____	
STAFFING EFFECTIF PRESENT _____	USUAL STAFFING 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:

<b>X</b> _____	<b>X</b> _____	<b>X</b> _____
_____	_____	_____

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