



ONA AND PARTICIPATING HOSPITALS

SUMMARY OF COLLECTIVE AGREEMENT CHANGES AS A RESULT OF THE GEDALOF ARBITRATION DECISION DATED SEPTEMBER 20, 2021 AND ITEMS IN AGREEMENT

Context of Bargaining and Bargaining Overview

The work of the bargaining team began with a review of the current contract, and the research and feedback from members, through the Have-Your-Say questionnaire, and ONA staff. The team also reviewed the harsh realities of the Ford government legislation (Bill 124 – *Protecting a Sustainable Public Sector for Future Generations Act*) and ONA's Charter Challenge, which was filed in December 2019 in response.

The team came to orientation sharing their colleagues' anger and dissatisfaction with the outcome of negotiations last round despite the prior team's best efforts. While they understood the realities of the regressive legislative regime, their resolve to negotiate a better outcome this round remained unwavering throughout bargaining, mediation and at arbitration. The team and ONA staff worked with the legal counsel representing ONA in our Bill 124 Charter Challenge to table a comprehensive compensation proposal that could meet the exemptions allowable in the legislation, specifically human rights and pay equity.

The purpose of Bill 124 is to impose wage restraint on public sector employees, including the employees covered by this Collective Agreement. Bill 124 prohibits ONA and employers from bargaining wages, benefits, and other monetary compensation that total more than one per cent on average for all employees of total compensation. This applies to over 90 per cent of our membership of 68,000, under approximately 550 different Collective Agreements. While the *Act* does not reference the *Hospital Labour Disputes Arbitration Act (HLDAA)* specifically, the legislation refers to arbitration decisions, which would include interest arbitration decisions under *HLDAA*.

Bill 124 states that its purpose "is to ensure that increases in public sector compensation reflect the fiscal situation of the province, are consistent with the principles of responsible fiscal management and protect the sustainability of public services." It prohibits ONA and employers from bargaining compensation increases that are greater than a total of one per cent for each year of a three-year period (called the "moderation period"). Compensation is defined very broadly and includes "anything paid or provided, directly or indirectly, to or for the benefit of an employee, and includes salary, benefits, perquisites and all forms of non-discretionary and discretionary payments."

Bill 124 prohibits ONA from collectively bargaining any incremental increases to existing or new compensation entitlements that in total equal more than one per cent on average for all employees covered by the Collective Agreement for each year of the three-year moderation period. The *Act* permits grid movement based on annual length of time, performance, and program/course completion.

The *Act* prohibits bargaining for compensation before or after the three-year moderation period "to an employee for compensation that the employee will not, does not, or did not receive" as a result of the wage restraints under the *Act*. Thus, prohibiting either front-end or back-end loading of Collective Agreement wage increases. The provision thus provides that the three-year compensation restraint experienced by nurses and other health-care professionals is permanent and cannot be recovered in future rounds of collective bargaining. The *Act* permits pay equity and human rights entitlements to proceed.

The *Act* also provides extensive powers to the Ontario government's Management Board of Cabinet to issue directives to employers and employers' organization to disclose information, including personal information, relating to collective bargaining and compensation for the purpose of ensuring compliance with the *Act*. It goes further to provide that the "Minister" may, "in the Minister's sole discretion, make an order that a Collective Agreement or arbitration award is inconsistent with the *Act*."

ONA requested an exemption from the *Act* during "consultations," then applied for an exemption from the *Act* pursuant to provisions contained in the *Act* immediately upon the *Act* coming into force, and a response from the Treasury Board came more than one year after our request and the conclusion of the last bargaining outcome denying our request on your behalf.

For this Collective Agreement, the moderation period in the legislation sets out a period of June 8, 2021 to March 31, 2023. Therefore, with the conclusion of this Collective Agreement, the three-year moderation period is concluded! As you will see, when ONA is successful with the Charter Challenge, we have maintained the right to revisit the moderation period and renegotiate the appropriate bargaining outcome that reflects the true worth of nurses and health-care professionals in the hospital sector. It is an outcome that is more than the cost-of-living increases and reflects the devastating impact the pandemic and nursing shortage have had on you, our members!

The team developed formal bargaining proposals, which were tabled with the Ontario Hospital Association (OHA) bargaining team during bargaining March 8-12, 2021 and March 22-24, 2021.

Proposals were drafted by the team recognizing memberships' highest priorities: safe staffing; workload; vacation scheduling; education/in-service; health and safety including outbreak premium; and wages and benefits. The priorities were determined based on more than 9,000 survey responses from the membership.

As we prepared for negotiations, the original proposals represented the broadly identified needs of ONA hospital members while, at the same time, the proposals were innovative to challenge the boundaries of Bill 124. The team was focused on gender wage parity and equity.

Bargaining during the first week was both polite and somewhat productive. The OHA Team, on behalf of the hospitals, missed a significant opportunity to improve the work-lives of their frontline RNs, NPs and health-care professionals during this round of bargaining at a crucial time when ONA members' morale and motivation is at an all-time low during COVID-19 and moving forward. It was very predictable that when the focus shifted to the key issues of job security, workload and monetary issues, bargaining quickly reached an impasse.

Since the parties were unable to resolve the issues at bargaining, the participating hospitals and ONA participated in mediation with Mediator Matthew Wilson on March 22-23, 2021.

Mediation failed to achieve a settlement and the parties then proceeded to arbitration before Arbitrator Eli Gedalof. The arbitration hearing was held on April 20-21, 2021.

During the arbitration hearing and in mediation, ONA maintained that the continuing introduction of inappropriate skill-mix changes, unfilled full-time vacancies, elimination of positions, and the over-reliance on part-time and excessive workloads, is making it extremely difficult for ONA members to provide safe, quality patient care.

ONA presented the "demonstrated need" for contract language to provide protection against the erosion of RN jobs; a minimum standard of 70 per cent full-time to 30 per cent part-time ratio; to ensure our members can take their vacation while allowing for safe, quality patient care. We produced sample contract language from other provincial nursing contracts that maintains current RN staffing levels and preserves safe, quality patient care. Ontario residents and RNs deserve the same.

ONA also sought normative compensation improvements, including wage increases, premiums, and benefit improvements. There were proposals to ensure Nurse Practitioners (NPs) have approximately 80 per cent of their time dedicated to clinical activities, and approximately 20 per cent to non-clinical care responsibilities, including professional development (e.g., research, education, leadership, policy and procedure development, education material development and administrative duties), the applicability of RN experience for NP grid placement, and one NP wage grid throughout the hospital sector.

The OHA sought contract changes that would provide hospitals with flexibility to move RNs as they deemed fit through reassignment, eliminating the hard-won job security protections and options that the current seniority provisions provide to ONA members. The OHA further proposed contract changes that would minimize retirement packages to those senior members where there are layoffs. The hospitals also want the opportunity to eliminate more full-time positions, all the while creating more part-time jobs. These proposals all focus on balancing their budgets versus delivering safe, quality patient care.

Despite the crisis in the health-care system, the OHA could/would not think outside of its traditional box of proposals – obtain more flexibility in the workforce including redeployment anywhere the hospital wanted. Unsurprisingly, the OHA and the hospitals learned nothing during COVID-19 about the dissatisfaction of their most valuable employees and tried to capitalize on the success (their terminology not ONA's) of

government legislation to convince the arbitrator that their proposals were appropriate and should be awarded. This bargaining team fought aggressively against their proposals!

On September 20, 2021, the Gedalof Arbitration Board released its decision. Despite the team's best efforts, the arbitration decision is extremely disappointing at such a critical time in health care in Ontario. The decision does not recognize the gender wage gap; the loss of a real wage increase versus the cost-of-living increases; the unprecedented nursing shortage and staffing crisis; or the mental and physical health needs of the membership.

Arbitrator Gedalof did not award any rollbacks or concessions that the OHA were seeking.

TERM: June 8, 2021 – March 31, 2023

COMMENTS:

The Parties were able to agree to term, thereby avoiding an awarded term of one-year from the date of the arbitration decision as set out in the *Hospital Labour Disputes Arbitration Act*. Sadly, this is a great accomplishment because it means by the expiry of this Collective Agreement ONA Central Participating Hospitals will have completed the entire three-year moderation period.

COMPENSATION – GENERAL WAGE INCREASES

- Effective April 1, 2022: 1% across-the-board increases for all classifications, including health-care professionals.

Note: Arbitrator Stout awarded 1% across-the-board increases for all classifications, including health-care professionals effective April 1, 2021, in the last round of negotiations. The effect meant that Arbitrator Gedalof was seized to award the 2022 wage increase and the remaining 1% of total compensation into other compensation such as shift premiums or benefits for both 2021 and 2022.

RN Salary Grid (Full-time)

- Effective April 1, 2022, \$34.24 to \$49.02

Step	Current Effective April 1, 2021	April 1, 2022
Start	\$33.90	\$34.24
1 Year	\$34.06	\$34.40
2 Years	\$34.62	\$34.97
3 Years	\$36.34	\$36.70
4 Years	\$38.05	\$38.43
5 Years	\$40.19	\$40.59
6 Years	\$42.36	\$42.78
7 Years	\$44.52	\$44.97
8 Years	\$47.69	\$48.17
25 Years	\$48.53	\$49.02

RN Salary Grid (Part-time, including 13% in lieu of benefits)

- Effective April 1, 2022, \$38.69 to \$55.39

Step	Current Effective April 1, 2021	April 1, 2022
Start	\$38.31	\$38.69
1 Year	\$38.49	\$38.87
2 Years	\$39.13	\$39.52
3 Years	\$41.06	\$41.47
4 Years	\$43.00	\$43.43
5 Years	\$45.42	\$45.87
6 Years	\$47.85	\$48.34
7 Years	\$50.31	\$50.82
8 Years	\$53.89	\$54.43
25 Years	\$54.84	\$55.39

RN Salary Grid (Part-time, including 9% in lieu of benefits)

- Effective April 1, 2022, \$37.32 to \$53.43

Step	Current Effective April 1, 2021	April 1, 2022
Start	\$36.95	\$37.32
1 Year	\$37.12	\$37.50
2 Years	\$37.74	\$38.12
3 Years	\$39.60	\$40.00
4 Years	\$41.47	\$41.89
5 Years	\$43.81	\$44.24
6 Years	\$46.16	\$46.63
7 Years	\$48.53	\$49.02
8 Years	\$51.98	\$52.51
25 Years	\$52.90	\$53.43

COMMENTS:

Arbitrator Gedalof awarded a general wage increase of 1% effective April 1, 2022. We argued for a minimum of a 3% wage increase and normative other increases e.g., premiums, benefits in each year of the Collective Agreement, and that the *Protecting a Sustainable Public Sector for Future Generations Act, 2019 (Bill 124)* should not apply.

ONA asserted at bargaining and in arbitration that the Registered Nurse (RN) (as set out in Article 19.01 (a) of the central Collective Agreement) and Nurse Practitioner (NP) salary schedules are inconsistent with and in breach of s. 5(1) of the *Human Rights Code* R.S.O. 1990 c. H.19. The *Human Rights Code* requires an employer to eliminate wage gaps between male and female job classes where the job classes are of equal value but are paid on unequal wage grids. This systemic discrimination for nurses arises due to an unequal and differential pay structure. For example, the wage grid for

COMMENTS:

RNs is lengthy with ten different levels whereas, by comparison, the male comparator wage grid has seven steps. RNs reach their maximum job rate at 25 years and the male comparator reaches their job rate after seven years. This is a 17-year difference that results in significant losses to compensation and pension contributions for nurses over the course of their career. ONA argued that the RNs and NPs experience further discriminatory differential treatment based on the differential between steps on the wage grid as compared to their male comparators. Male comparators enjoy larger increases between the steps on their wage grid than the RNs and NPs; depending on the specific step of the grid this can be as little as \$0.18 up to as much as \$6.73.

The employer's only position was a 1% increase effective April 1, 2022 of the Collective Agreement. They did not propose any other increase to any monetary clause.

Article 19.02 amend as follows:

Current Collective Agreement

19.02 A nurse in the employ of the Hospital who holds a Temporary Class Certificate of Registration as a registered nurse and who obtains her or his General Class Certificate of Registration shall be given the salary of the Registered Nurse as provided in this Article effective the date the nurse informs the Chief Nursing Executive or her or his designate of obtaining her or his General Class Certificate of Registration. The Hospital will validate the nurse's status with the College of Nurses.

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

New Collective Agreement

19.02 A nurse in the employ of the Hospital who holds a Temporary Class Certificate of Registration as a registered nurse and who obtains ~~her or his~~ **their** General Class Certificate of Registration shall be given the salary of the Registered Nurse as provided in this Article ~~effective the date the nurse informs the Chief Nursing Executive or her or his designate of obtaining her or his General Class Certificate of Registration. The Hospital will validate the nurse's status with the College of Nurses.~~ **When the nurse obtains their General Class Certificate of Registration, they will notify the Chief Nursing Executive or their designate.**

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

COMMENTS:

A nurse or health-care professional who obtains their General Class Certificate of Registration, while employed with the Hospital, will be placed on the salary grid as of the date of registration, and not the date on which they informed the Hospital.

Retroactivity – Retroactive compensation to all current and former employees within four full pay periods following the issue of arbitration decision.

- Retroactivity will be paid within four full pay periods of **September 20, 2021** (as set out in the arbitration decision). Retroactivity will be paid on night or weekend premiums, based on hours worked in accordance with Article 19.10.

19.10 All amended provisions are effective the date of the award, unless otherwise provided. Retroactivity, if any, will be paid within four full pay periods of the date of the award on the basis of hours paid. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such a separate cheque, the hospital may pay retroactivity as part of the regular pay. In such circumstances, the hospital undertakes that the rate of income tax on the retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

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

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

COMMENTS:

Article 19.10 remains intact except the number of days to pay the retroactivity and it will govern the payment of retroactivity to both current and former employees.

Unlike in other rounds, retroactivity will be paid only on the premium increase, therefore, retroactivity is based on only hours worked.

As pay periods differ from hospital to hospital, we calculate that the very last day for some bargaining unit employers to pay retroactivity would be November 12, 2021. Speak to your Labour Relations Officer to determine the payment date for your bargaining unit. As in previous years, employees may approach their employer to consider direct deposits of their retroactive payment into an RRSP.

OTHER COMPENSATION

PREMIUMS

Shift and Weekend Premiums

EVENING SHIFT PREMIUM					
YEAR	ONA	OPSEU	SEIU	UNIFOR	CUPE
2011	\$1.95	\$1.80	\$1.10	\$1.00	\$1.10
2012	\$2.00	\$1.80	\$1.10	\$1.00	\$1.15
2013	\$2.10	\$1.80	\$1.10	\$1.00	\$1.20
2014	\$2.10	\$1.80	\$1.20	\$1.00	\$1.20
2015	\$2.10	\$1.80	\$1.20	\$1.05	\$1.20
2016	\$2.15	\$1.90	\$1.20	\$1.05	\$1.20
2017	\$2.25	\$1.95	\$1.20	\$1.05	\$1.20
2018	\$2.25	\$1.95	\$1.20	\$1.05	\$1.20
2019	\$2.25	\$1.95	\$1.20	\$1.05	\$1.20
2020	\$2.25	\$1.95	\$1.20	\$1.05	\$1.20
2021	\$2.25	\$1.95	\$1.20	\$1.05	\$1.20
2022	\$2.25	\$1.95			

NIGHT SHIFT PREMIM					
YEAR	ONA	OPSEU	SEIU	UNIFOR	CUPE
2011	\$2.35	\$2.20	\$1.10	\$1.00	\$1.10
2012	\$2.40	\$2.20	\$1.10	\$1.00	\$1.15
2013	\$2.50	\$2.20	\$1.10	\$1.00	\$1.20
2014	\$2.50	\$2.20	\$1.20	\$1.00	\$1.20
2015	\$2.50	\$2.20	\$1.20	\$1.05	\$1.20
2016	\$2.55	\$2.30	\$1.20	\$1.05	\$1.20
2017	\$2.65	\$2.35	\$1.20	\$1.05	\$1.20
2018	\$2.65	\$2.35	\$1.20	\$1.05	\$1.20
2019	\$2.65	\$2.35	\$1.20	\$1.05	\$1.20
2020	\$2.65	\$2.35	\$1.20	\$1.05	\$1.20
2021	\$2.88	\$2.35	\$1.20	\$1.05	\$1.20
2022	\$2.88	\$2.35			

WEEKEND PREMIUM					
YEAR	ONA	OPSEU	SEIU	UNIFOR	CUPE
2011	\$2.50	\$2.35	\$1.10	\$1.00	\$1.15
2012	\$2.55	\$2.35	\$1.10	\$1.00	\$1.15
2013	\$2.65	\$2.35	\$1.10	\$1.00	\$1.20
2014	\$2.65	\$2.35	\$1.10	\$1.00	\$1.20
2015	\$2.65	\$2.35	\$1.10	\$1.05	\$1.20
2016	\$2.70	\$2.45	\$1.10	\$1.05	\$1.20
2017	\$2.80	\$2.50	\$1.10	\$1.05	\$1.20
2018	\$2.80	\$2.50	\$1.10	\$1.05	\$1.20
2019	\$2.80	\$2.50	\$1.10	\$1.05	\$1.20
2020	\$2.80	\$2.50	\$1.10	\$1.05	\$1.20
2021	\$2.80	\$2.50	\$1.10	\$1.05	\$1.20
2022	\$3.04	\$2.50			

Current Collective Agreement	
14.10	A nurse shall be paid a shift premium of two dollars and twenty-five cents (\$2.25) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and sixty-five cents (\$2.65) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours. The defined hours of a night and evening shift shall be a matter for local negotiation.
New Collective Agreement	
14.10	Effective April 1, 2021 , a nurse shall be paid a shift premium of two dollars and twenty-five cents (\$2.25) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and sixty five cents (\$2.65) two dollars and eighty-eight cents (\$2.88) 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 consists of 7.5 hours. The defined hours of a night and evening shift shall be a matter for local negotiation.

Current Collective Agreement	
14.15	A nurse shall be paid a weekend premium of two dollars and eighty cents (\$2.80) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as the local parties may agree upon. If a nurse is receiving premium pay under Article 14.03, pursuant to a local scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.
New Collective Agreement	
14.15	A nurse shall be paid a weekend premium of two dollars and eighty cents (\$2.80) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as the local parties may agree

New Collective Agreement

upon. If a nurse is receiving premium pay under Article 14.03, pursuant to a local scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.

Effective April 1, 2022, a nurse shall be paid a weekend premium of ~~two dollars and eighty cents (\$2.80)~~ **three dollars and four cents (\$3.04)** 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.

COMMENTS:

ONA proposed normative increases to evening, night and weekend premium rates. Historically, increases to premiums are granted approximately every three to five years.

Arbitrator Gedalof awarded \$0.23 increase to night premiums effective April 1, 2021, and an increase to weekend premium of \$0.24 effective April 1, 2022.

Despite the challenges, ONA rates continue to lead other unions in the Ontario hospital sector as set out above.

Note: SEIU, CUPE and Unifor are currently in bargaining. The premium rates for 2021 are unknown currently.

ONA proposed and proceeded to arbitration on a number of other compensation increases reflecting the diverse demographics and needs of membership:

- Article 11.07 – Pregnancy and Parental Leave – Increase top-up to 93 per cent.
- Article 14.06 – Double time when scheduled to be on standby at the conclusion of a shift and required to remain at work.
- Article 14.14 – Meal Allowance – Increase to \$10.00.
- Article 16.01 – Improved vacation entitlements.
- Article 17.01 (c) – Benefit Improvements – Proposed improvements to chiropractic, massage and physiotherapy maximums, unlimited mental health coverage, and coverage to pay for charges for PPE from providers.
- Article 17.01 (f) – Dental Improvements – Increase maximum for major restorative coverage.
- Article 17.01 (g) – Full benefit coverage to active full-time employees extended until age 75.
- New Article 17.11 – Unlimited confidential Employee Assistance Programs for all members and dependents including unlimited mental health coverage.
- New Letter of Understanding Re: Long Service Pay Adjustment – Employees with 10 or more years of service receive two per cent pay increase.

Nurse-Practitioner specific:

- Article 19.05 – RN experience shall be applicable in determining placement on the grid for Nurse Practitioners.
- One wage grid for NPs in the central Collective Agreement.

None of the above proposals were achieved despite ONA's voluminous amount of demonstrated need.

JOB SECURITY, WORKLOAD AND PROFESSIONAL PRACTICE ISSUES

Article 10.07 (g) amend as follows:

Current Collective Agreement	
10.07	(g) 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 nine (9) months from the date of her or his transfer to the vacant position. This does not apply to nurses applying for vacancies or requesting a transfer to full-time or regular part-time positions posted in accordance with Article 10.07 that are on their unit.
New Collective Agreement	
10.07	(g) 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 nine (9) months or for the initial duration of the vacancy to which the nurse was transferred, whichever is shorter , from the date of her or his their transfer to the vacant position. This does not apply to nurses applying for vacancies or requesting a transfer to full-time or regular part-time positions posted in accordance with Article 10.07 that are on their unit, or nurses who posted or transferred as a result of a layoff, or nurses filling temporary vacancies applying for permanent positions.

COMMENTS:
The amendment to this article provides clarity that a member who wishes to move from one temporary position to another temporary position cannot do so without first completing nine months in the position, or fulfilling the length of the position, whichever is shorter. This change does not apply to a member in a temporary position who applies for a permanent position.

ONA proposed and proceeded to arbitration with comprehensive job security proposals aimed at safe staffing, skill mix and workload that reflected the priorities of the membership.

- Article 10.12 (b) – Staffing consistent with quality patient care to prevent the erosion of bargaining unit work.
- Article 10.12 (d) – Staffing ratio of 70 per cent full-time 30 per cent part-time and a moratorium of elimination of full-time positions.

New Letter of Understanding Re: Optimal Complement of Registered Nurses

Current Collective Agreement
Nil provision.
New Collective Agreement
<p>The local parties agree to meet <u>annually</u> to review the complement of registered nurses (RNs). The Hospital and the Union will work together to identify units where patient care needs would be enhanced by a review of the complement of RNs, and to discuss how best to address those needs.</p> <p>The parties will discuss the optimal full-time and part-time complement of RNs for the unit which meets its patient care needs. To assist the discussion, the parties <u>will</u> review the following:</p> <ul style="list-style-type: none">• Acuity• Agency hours• Continuity of care• Hours paid at premium• Individual special circumstances• Leaves of absences• Patient census• Professional development• Scheduling practices• Vacation scheduling• Full-time/part-time complement• Workload• Professional Responsibility Workload Forms• Staff turnover/Recruitment and Retention

COMMENTS:
<p>ONA's proposals were aimed at concrete actions that would recruit new staff and retain experienced staff, while at the same time providing the ability for health-care professionals to provide quality patient care, the OHA proposed a meaningless new Letter of Understanding that would see the local parties meet to discuss the optimal full-time and part-time complement of RNs on each unit. This Letter of Understanding does not commit the parties to do anything other than meeting annually to discuss the issues and does not provide any action to achieve the optimal complement of full-time and part-time RNs as ONA proposals would have achieved.</p>

Article 11.07 (d) amend as follows:

Current Collective Agreement
11.07 (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

Current Collective Agreement

nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard workday) 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 workday).

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.

New Collective Agreement

11.07 (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~~ **their** probationary period. ~~The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard workday) 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 workday).~~

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.

COMMENTS:

The parties agreed that nurses who are newly hired to cover a pregnancy leave shall have all their tours/hours worked counted toward their probationary period should they be retained into a permanent position. This ensures a continuation and full credit for seniority and service for Collective Agreement and workplace entitlements.

Article 11.08 (d) amend as follows:

Current Collective Agreement

11.08 (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 workday) 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 workday).

Current Collective Agreement

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.

New Collective Agreement

11.08 (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~~ **their** probationary period. ~~The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard workday) 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 workday).~~

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.

COMMENTS:

The parties agreed that nurses who are newly hired to cover a parental leave shall have all their tours/hours worked counted toward their probationary period should they be retained into a permanent position. This ensures a continuation and full credit for seniority and service for Collective Agreement and workplace entitlements.

Article 19.05 amend as follows:

Current Collective Agreement

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

If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Hospital. For full-time nurses, the Hospital shall give effect to part-time nursing experience, and for part-time nurses the hospital shall give effect to full-time nursing experience.

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

New Collective Agreement

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

If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Hospital. **The Hospital will give due consideration to an internationally educated nurse's experience where the process for registration with the College of Nurses of Ontario has prevented them from occupying a nursing position for a period of more than two (2) years.** For full-time nurses, the Hospital shall give effect to part-time nursing experience, and for part-time nurses the hospital shall give effect to full-time nursing experience.

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

COMMENTS:

Internationally educated nurses have experienced delays when trying to obtain their certificate to practice with the College of Nurses of Ontario (CNO). This has disadvantaged them when applying for recent related experience at a hiring hospital. This new language allows the hiring hospital to consider the internationally educated nurse's experience when there has been a delay caused by the CNO.

ONA and the Hospital Central Negotiating Team put forward proposals that reflected specific professional issues for Nurse Practitioners (NP) at bargaining. The OHA had no interest in listening to or even trying to understand the rationale behind these proposals that reflect the NPs expanded scope of practice. ONA proceeded to arbitration on these issues. The Gedalof Board failed to award any improvements for Nurse Practitioners.

- New Article 21.01– Recognition of clinical and non-clinical accountabilities.
- New Article 21.02 – Preceptorship monies from universities given to NP.

**APPENDIX 6
ONTARIO NURSES' ASSOCIATION (ONA)/HOSPITAL
PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM**

Article 8 – Professional Responsibility provides a problem-solving process for nurses to address concerns relative to patient care. This form is intended to appropriately identify employee concerns relative to their workload issues in the context of their professional responsibility. These issues include but are not limited to gaps in continuity of care, balance of staff mix, access to contingency staff and appropriate number of nursing staff. This report form provides a tool for documentation to facilitate discussion and to promote a problem-solving approach.

SECTION 1: GENERAL INFORMATION

Name(s) of Employee(s) Reporting (Please Print)

Employer: _____

Unit/Area/Program: _____

Date of Occurrence: _____
shift Other _____

Time: _____ 7.5 hr. shift 11.25 hr.

Date/ _____

Name of Supervisor/Charge Nurse: _____
Time notified: _____

Manager/Designate notified: _____ Date: _____ Time: _____

SECTION 2: WORKING CONDITIONS

In order to effectively resolve workload issues, please provide details about the working conditions at the time of occurrence by providing the following information:

Regular Staffing #: **MD/NP** _____ RN _____ RPN _____ Unit Clerk _____ Service Support _____

Actual Staffing #: **MD/NP** _____ RN _____ RPN _____ Unit Clerk _____ Service Support _____

Agency/Registry RN: Yes No How many? _____

Novice RN Staff on duty*: Yes No How many? _____

RN Staff Overtime: Yes No If yes, how many staff? _____

**as defined by your unit/area/program.*

If there was a shortage of staff at the time of the occurrence (including support staff), please check one or all of the following that apply:

Absence/Emergency Leave Sick Calls Vacancies Off Unit

Management Support available on site? Yes No

SECTION 3: PATIENT CARE FACTORS CONTRIBUTING TO THE OCCURRENCE

Please check off the factor(s) you believe contributed to the workload issue and provide details:

Rounds

Consultation with MD/Delay _____

- Change in patient acuity _____
- Telemedicine** _____
- Normal number of beds on unit _____ Beds closed _____ Beds opened during tour _____
- Patient census at time of occurrence _____
- # of Admissions _____ # of Discharges _____ # of Transfers _____
- # of assigned patients** _____
- Lack of/or equipment/malfunctioning equipment. Please specify: _____
- Visitors/Family Members. Please specify: _____

- Number of patients on infectious precautions _____
- Over Capacity Protocol. Please specify: _____
- Resources/Supplies _____
- Interdepartmental Challenges _____
- System Issues _____
- Exceptional Patient Factors (i.e., significant time and attention required to meet patient expectations). Please specify: _____
- Other (e.g., Non-nursing duties, student supervision, mentorship, etc.). Please specify: _____

SECTION 4: DETAILS OF OCCURRENCE

Provide a concise summary of the occurrence and how it impacted patient care: _____

Identify the Nursing Standard(s)/Practice Guidelines or hospital/unit policies that are believed to be at risk and why:

- Medication
- Documentation
- Professional Standards – Specify _____
- Therapeutic nurse/client relationship
- RN and RPN Practice, The Client, The Nurse and the Environment
- Working with Unregulated Care Providers (Check all that apply)
 - Personal Support Workers/Aides
 - Volunteers
 - Students
 - Physician Assistants
- Working in different roles
- Telepractice
- Consent
- Clinical pathways/medical directives
- Supporting Learners
- Disagreeing with the Plan of Care
- Guiding Decisions about End-of-Life Care

Nurse Practitioner

Employer policy – Specify _____ (include policy if able)

Other _____

Why: _____

Is this an Isolated incident? Ongoing problem? (Check one)

SECTION 5: REMEDY

(A) At the time the workload issue occurs, discuss the issue within the unit/area/program to develop strategies to meet patient care needs. Provide details of how it was or was not resolved.

(B) Failing resolution at the time of the occurrence, seek assistance from an individual(s) who has responsibility for timely resolution of workload issues. Discussion details including name of individual(s):

Was it resolved? Yes No

SECTION 6: RECOMMENDATIONS

Please check off one or all of the areas below you believe should be addressed in order to prevent similar occurrences:

- In-service Orientation Review nurse/patient ratio
- Change unit layout Float/casual pool Review policies & procedures
- Change Start/Stop times of shift(s). Please specify: _____
- Review Workload Measurement Statistics
- Perform Workload Measurement Audit
- Adjust RN staffing Adjust support staffing
- Replace sick calls, vacation, paid holidays, other absences
- Equipment. Please specify: _____
- Other: _____

SECTION 7: EMPLOYEE SIGNATURES

Signature: _____	Date: _____	Phone #: _____	Personal Email: _____
Signature: _____	Date: _____	Phone #: _____	Personal Email: _____
Signature: _____	Date: _____	Phone #: _____	Personal Email: _____
Signature: _____	Date: _____	Phone #: _____	Personal Email: _____

Date Submitted: _____ Submitted to (Manager Name): _____

SECTION 8: MANAGEMENT COMMENTS

The manager (or designate) will provide a written response to the nurse(s) within 10 days of receipt of the form with a copy to the Bargaining Unit President as per Article 8.01 (a) iv). Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable. _____

Management Signature: _____ Date: _____

Date response to the employer: _____ Date response to the union: _____

SECTION 9: RECOMMENDATIONS OF HOSPITAL-ASSOCIATION COMMITTEE

The Hospital-Association Committee recommends the following in order to prevent similar occurrences:

Dated: _____

- Copies: (1) Manager
(2) Chief Nursing Officer (or designate)
(3) ONA Rep
(4) ONA Member
(5) ONA LRO

COMMENTS:

The Professional Responsibility Workload Report Form has been amended to recognize specific workload concerns for Nurse Practitioners (NP). Also, there was a change from the word complaint to issue to promote positive collaboration for problem-solving.

**ONTARIO NURSES' ASSOCIATION (ONA)/HOSPITAL
PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM
GUIDELINES AND TIPS ON ITS USE**

The parties have agreed that patient care is enhanced if **concerns issues** relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner. The Collective Agreement provides a problem-solving process for nurses to address concerns relative to their workload issues in the context of their professional responsibility. These issues include but are not limited to gaps in continuity of care, balance of staff mix, access to contingency staff and appropriate number of nursing staff. This report form provides a tool for documentation to facilitate discussion and to promote a problem-solving approach.

PROBLEM SOLVING PROCESS

- 1) At the time the workload issue occurs, discuss the matter within the Unit/Area/Program to develop strategies to meet patient care needs using current resources. Using established lines of communication as identified by the hospital, seek immediate assistance from an individual(s) (e.g., team leader/charge nurse/manager /supervisor) who has responsibility for timely resolution of workload issues.
- 2) Failing resolution of the workload issue at the time of the occurrence or if the issue is ongoing, discuss the issue with the Manager (or designate) on the next day that both the employee and Manager (or designate) are working or within ten (10) calendar days, whichever is sooner, and complete the form. The Manager will provide a written response within ten (10) calendar days of the receipt of the form.
- 3) When meeting with the manager, you may request the assistance of a Union representative to support/assist you in the meeting. Every effort will be made to resolve the workload issues at the unit level. A Union representative shall be involved in any resolution discussions at the unit level. All discussions and action will be documented.
- 4) Failing resolution, submit the Professional Responsibility Workload Report Form to the Hospital-Association Committee within twenty (20) calendar days from the date of the Manager's response or when she or he ought to have responded under Article 8.01 (a) iv). (SEE BLANK REPORT FORM ATTACHED TO THESE GUIDELINES.)
- 5) As per Article 8, the Hospital-Association Committee shall hear and attempt to resolve the **complaint issue** to the satisfaction of both parties and report the outcome to the nurse(s) using the Workload/Professional Responsibility Review Tool to develop joint recommendations. Any settlement/resolution under 8.01 (a) (iii) (iv) or (v) of the Collective Agreement will be signed by the parties.
- 6) Failing resolution of the issues through the development of joint recommendations it shall be forwarded to an Independent Assessment Committee as outlined in Article 8 of the Collective Agreement within the requisite number of days of the meeting in 4) above.
- 7) The Union and the Employer may mutually agree to extend the time limits for referral of the **complaint issue** at any stage of **the complaint this** procedure.

TIPS FOR COMPLETING THE FORM

- 1) Review the form before completing it so you have an idea of what kind of information is required.
- 2) Print legibly and firmly as you are making multiple copies.

- 3) Use complete words as much as possible. Avoid abbreviations.
- 4) As much as possible, you should report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
- 5) Identify the CNO standards/practice/guidelines/hospital policies and procedures you believe to be at risk. College of Nurses Standards can be found at www.cno.org.
- 6) Do not, under any circumstances, identify patients.

OCCUPATIONAL HEALTH AND SAFETY

Article 6.05 (a) amend as follows:

Current Collective Agreement	
6.05	<p>(a) It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the <i>Occupational Health and Safety Act</i>, making particular reference to the following:</p> <ul style="list-style-type: none">• The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [<i>Occupational Health and Safety Act</i>, s. 25 (2) (h)].• When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable actions(s) that reduces risk and protects employees.• Hospitals will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to nurses at short notice in the event there are reasonable indications of the emergence of a pandemic.• remaining bullets status quo <p>(b)-(d) status quo</p>
New Collective Agreement	
6.05	<p>(a) It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the <i>Occupational Health and Safety Act</i>, making particular reference to the following:</p> <ul style="list-style-type: none">• The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [<i>Occupational Health and Safety Act</i>, s. 25 (2) (h)].

New Collective Agreement

- When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) **including but not limited to, providing readily accessible personal protective equipment** that reduces risk and protects employees.
- Hospitals will ensure adequate stocks of the N95 respirator **or equivalent or better** (or such other personal protective equipment as the parties may in writing agree) to be made available to nurses at short notice in the event that there are reasonable indications of the emergence of a pandemic, **epidemic or outbreak of an infectious disease in the community served by the Hospital.**
- remaining bullets status quo

(b)-(d) status quo

COMMENTS:

ONA's has battled health and safety problems in hospitals for many years. Violence, needlestick injuries, musculoskeletal strains, and exposure to infectious diseases are just some of the health and safety hazards our members face daily and that generate continuously high injury rates in the health-care sector. Never has this fight been so important as it is now with the global pandemic in its fourth wave. Throughout the pandemic, ONA has been at the forefront in protecting workers and pleading with the government to recognize the science behind COVID-19, as well as fighting with employers to ensure the precautionary principle is upheld.

ONA argued that every health-care worker should have the ability to access personal protective equipment (PPE), that there is an adequate supply of PPE and not just in instances of a global pandemic but in cases of unknown infectious diseases.

The fight did not end there. ONA pursued paid time off for members that had to self-isolate when outbreaks in hospitals were the main source of COVID-19 transmissions.

ONA argued that the provision of proper PPE to frontline health-care professionals is a fundamental requirement to protect patients and the public from the spread of COVID-19. Providing high-quality patient care is a priority of ONA members, but they can only do so if they themselves stay healthy.

The volume of workplace violations in relation to COVID-19 are so significant and continue to increase in number daily. ONA continues to monitor the blatant disregard for the health and safety of our members. ONA continues to take action where systemic and institutional issues occur such as failing to recognize and protect employees against aerosol and asymptomatic transmission; policies and direction that instruct registered nurses and health-care professionals in how they should conduct a PCRA; and the ongoing narrowing of the circumstances when an N95 respirator may be employed. Many PPE denials or rationing issues continue across many hospitals on

COMMENTS:

every shift and every day as each hospital's position on when they will provide PPE continues to evolve.

To date, ONA has taken a multipronged approach including the filing of multiple grievances, disputing the findings of Ministry of Labour Inspectors, and even taking Ontario's Chief Medical Officer of Health to court. ONA has engaged the OHA in ongoing discussions regarding resolution of grievances, revisions to Directive 5, voluntary agreements to utilize N95 respirators for all of our members when providing care to COVID-19 positive or suspected positive patients.

These battles continue on behalf of our members. Unfortunately, our fight on our members' behalf resulted in Arbitrator Gedalof making some small incremental changes by awarding language to require the hospitals to provide "readily accessible personal protective equipment" without waiting for full scientific or absolute certainty of risk of harm to employees. In addition, Arbitrator Gedalof awarded language to confirm supply of N95 respirators "or equivalent or better" and expanded on the circumstances to "epidemic or outbreak of an infectious disease in the community served by the hospital."

Article 6.05 (e) iii) amend as follows:

Current Collective Agreement

6.05 (e) Joint Health and Safety Committee:

- iii) The Hospital agrees to cooperate in providing necessary information and management support to enable the Committee to fulfil its functions. In addition, the Hospital will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession. The Committee shall respect the confidentiality of the information.

New Collective Agreement

6.05 (e) Joint Health and Safety Committee:

- iii) The Hospital agrees to cooperate in providing necessary information and management support to enable the Committee to fulfil its functions. In addition, the Hospital will provide the Committee with access to **the Hospital's pandemic plan and related risk assessment**, all accident reports, health and safety records, **notifications of exposure to an infectious or contagious disease**, and any other pertinent information in its possession. **The Hospital will also provide the Committee with reports on fit testing compliance annually and personal protective equipment inventory on a quarterly basis.** The Committee shall respect the confidentiality of the information.

COMMENTS:

The parties agreed that Joint Health and Safety Committees will now be provided with access to the hospital's pandemic plan and related risk assessment. The Committee will also be notified when a member(s) is exposed to an infectious or contagious disease, fit-testing compliance and PPE inventory levels.

The team recommends ensuring the newly negotiated items are built into the annual planning timelines and reporting for the committee. As we learned from SARS and now COVID-19, planning for an outbreak and/or a pandemic, including stockpiling of personal protective equipment, must happen well in advance to be effective in protecting our frontline health-care workers.

Letter of Understanding – Expedited Arbitration Process Relating to Access to Personal Protective Equipment

Awarded, amended and renewed existing Letter of Understanding

WHEREAS on March 17, 2020 the Premier and Cabinet declared an emergency in Ontario under the Emergency Management and Civil Protection Act, R.S.O. 1990, c.E9 (“EMCPA”) due to the COVID-19 pandemic in Ontario;

AND WHEREAS the Chief Medical Officer of Health has issued Directives under section 77.7 of the *Health Protection and Promotion Act* R.S.O. 1990, c.H.7 (“HPPA”), including a revised Directive #5 on April 10, 2020;

AND WHEREAS pursuant to s. 77.7(5) of the HPPA, in the event of a conflict between section 77.7 of the HPPA and the *Occupational Health and Safety Act*, R.S.O. 1990, (“OHSA”) or a regulation made under it, the OHSA or a regulation made under it prevails;

AND WHEREAS pursuant to s. 77.7(3) of the HPPA, hospitals and nurses are required to comply with the Directive;

AND WHEREAS the Interest Arbitration Board chaired by John Stout (the “Board”) was appointed by the parties to resolve the outstanding issues between the parties with respect to a renewal of the central provisions of the Collective Agreement between ONA and the Hospitals;

AND WHEREAS the Board released its award on June 8th, 2020 and remitted ONA’s Protective Personal Equipment (“PPE”) proposal to amend Article 6.05 back to the parties for negotiations;

AND WHEREAS the parties were unable to resolve the issue during negotiations;

AND WHEREAS Directive #5 was revised on October 8, 2020;

AND WHEREAS the parties met with Arbitrator Stout and agreed that he had jurisdiction to award a Letter of Understanding to resolve the dispute so that the parties can finalize the central terms of the Collective Agreement;

Awarded, amended and renewed existing Letter of Understanding

NOW THEREFORE the parties agree to the following with respect to the implementation of the current Directive #5:

1. The current Directive #5 applies to all Hospitals and it is attached as Appendix "A" to this Letter of Understanding. The current Directive #5 is to be followed by Hospital staff, including management and nurses.
2. Despite the grievance procedure found in Article 7 of the Collective Agreement, the following process shall be followed with respect to any grievance relating to a nurse's access to PPE at a Hospital., **as provided for in the current Directive #5**
 - If a nurse has any dispute relating to accessing PPE **as provided for in current Directive #5**, such nurse shall discuss the concern or dispute with her or his immediate supervisor. If the immediate supervisor does not resolve the concern or dispute within twenty-four (24) hours then the nurse or ONA may file a grievance.
 - While the grievance is being advanced in the grievance procedure, the dispute, particularized in the grievance, shall be immediately referred to the Joint Health and Safety Committee (JHSC) for discussion and recommendations for resolution.
 - If the concern or dispute is not resolved to the satisfaction of ONA and the Hospital by the JHSC recommendation or lack thereof, then the dispute may be referred to the Ministry of Labour, Training and Skills Development (MOL) for investigation.
 - It is understood that the referral to the JHSC or the MOL will not impede the advancement of the grievance through the grievance procedure. Rather, the referral to the JHSC and MOL are to provide additional assistance to the parties in finding a resolution to the dispute.
 - If the grievance is not resolved then it may be referred to expedited arbitration after the grievance procedure has been exhausted or within ten days of the grievance being filed, whichever first occurs.
 - The expedited arbitration procedure will be supervised by the Chief Arbitrator - Matthew Wilson. The parties agree that the Chief Arbitrator or his designate shall have exclusive jurisdiction to resolve the grievance and no objection to jurisdiction will be raised by either party.
 - The application for expedited arbitration must be served on the Hospital and filed with the Chief Arbitrator electronically. The application for expedited arbitration shall include a legal brief that includes a concise statement of the essential facts relied upon and legal argument, a statutory declaration from any witness and any documents and authorities that will be relied upon. A responding legal brief shall be filed by the Hospital electronically within (10)

Awarded, amended and renewed existing Letter of Understanding

ten days. The responding legal brief shall include a concise statement of the essential facts relied upon and legal argument, a statutory declaration from any witness and any documents and authorities that will be relied upon.

- The matter shall then be heard by the Chief Arbitrator or his designate within five (5) days after the responding brief has been filed. The Chief Arbitrator may designate and assign the hearing to any of the following arbitrators if they are available to hear the matter within five (5) days after the response has been filed:

Johanne Cavé
Christine Schmidt
Marilyn Silverman
Chris White

- If none of the named arbitrators are available to hear the matter within five (5) days after the responding legal brief has been filed, then the parties agree that the Chief Arbitrator may designate and appoint any arbitrator from the Ministry of Labour's list of approved arbitrators who is available to hear the matter within the five (5) days.
 - The Chief Arbitrator or designate shall be appointed as mediator-arbitrator in accordance s. 50 of the *Labour Relations Act, 1995*, S.O. 1995, c.1 Sched. A (the "*LRA*"). The Chief Arbitrator or designate shall have full power to determine all evidentiary and process issues necessary to expedite the hearing and ensure the prompt resolution of the grievance. In this regard the parties agree that the Chief Arbitrator or designate shall have all the powers granted to an arbitrator pursuant to s. 48 of the *LRA* as well as the power to make rules to expedite the proceedings as conferred on the Chair of the Ontario Labour Relations Board (OLRB) pursuant to s. 110 of the *LRA*.
 - The Chief Arbitrator or his designate shall issue a succinct decision within five (5) days of the hearing. The decision shall be final and binding upon the parties.
 - The Hospital and ONA shall each pay one-half the costs of the Chief Arbitrator and/or designate.
3. It is understood that should the current Directive #5 be modified in any manner, then the parties shall meet to discuss the implications of any such modification and how it may affect this Letter of Understanding. If the parties cannot agree on how to address the implications of the modification of Directive #5, then the issue will be referred to Arbitrator Stout who remains seized as an interest arbitrator. Arbitrator Stout shall have the jurisdiction to hear and resolve the matter in an expeditious manner by mediation/arbitration and shall have the jurisdiction to impose a resolution that he determines to be just and reasonable in all the circumstances having regard to the precautionary principle.

Awarded, amended and renewed existing Letter of Understanding

4. This Letter of Understanding does not form part of the Collective Agreement and shall remain in force until the expiry of the current Collective Agreement unless extended by mutual agreement or by an interest arbitration board.

COMMENTS:

The union proposed to expand this Letter of Understanding and include it in the collective agreement, that was awarded by the Stout Board last round. However, Arbitrator Gedalof chose to remove references to Directive # 5 in the body of the Letter of Understanding, renew it and maintain it outside of the Collective Agreement.

HUMAN RIGHTS AND EQUITY

ADD NEW Letter of Understanding Re: Commitment to Equity, Diversity and Inclusivity as follows:

Current Collective Agreement

Nil provision

New Collective Agreement

The parties agree that patient care is enhanced when the workplace environment is reflective of the communities they serve, and that the goal of all is to provide quality care and equitable outcomes for patients. To that end, the parties are committed to promoting a workplace of diversity, inclusion and where everyone feels valued. The parties are committed to a workplace that is inclusive of their diverse communities, including but not limited to Black, Indigenous, People of Colour (BIPOC) and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which people choose to self-identify (LGBTQIA2+).

The parties value the contributions of all staff in the hospital and recognize that discriminatory and oppressive acts can negatively impact staff. The parties are committed to making an equitable working environment that is inclusive for all patients and staff.

To support this commitment, where a committee or other hospital forum does not already exist, the local parties will endeavour in the first year of the Collective Agreement to establish a committee or other hospital forum. The committee or hospital forum will discuss and implement strategies, initiatives and training programs that enhances the workplace to promote in an effective and meaningful way an environment that encourages, supports, and celebrates equity, diversity and inclusivity for patients and staff. This committee or hospital forum will include at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees and will meet on a frequency as determined by the committee or hospital forum.

COMMENTS:

The addition of a new Letter of Understanding ensures that all hospitals will create a committee or forum, where one does not already exist, to develop and implement strategies that promote equity, diversity, and inclusion in the workplace.

The initiatives will focus on creating workplaces that are reflective of the diverse communities they serve. The language acknowledges and values the contributions of all staff in the hospital and recognizes that discriminatory and oppressive acts can negatively impact staff. The language commits the parties to developing and making an equitable working environment that is inclusive for all patients and staff.

We know racism exists within the hospital for both staff and patients. Our goal is to acknowledge the racism, educate and learn and work toward eliminating racism and inequities while building inclusive, diverse and equitable workplaces.

The work of these committees or forums must be effective and meaningful and could include such things as staff training. This committee will include at least one (1) representative selected or appointed by ONA. Payment for the work of the committee/forum should be addressed through the committee's Terms of Reference or Mandate.

The committees or forums should be in place by the end of the first year of the Collective Agreement.

SICK LEAVE

Article 13.04 (d) amend as follows:

Current Collective Agreement

13.04 (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.

New Collective Agreement

13.04 (d) Sick Leave

The nurse may utilize **the overtime bank, and** the paid holiday bank as income replacement for absences due to illness, as described in Article **13.04 (c) and (g) above.**

COMMENTS:

The parties agreed that Unit Weekend Workers, who do not have access to short-term disability benefits when they become ill and cannot attend work, may now use both their paid holiday and overtime lieu banks as income replacement for absences due to illness, until they qualify for Employment Insurance.

ENFORCEMENT

Article 9.18 amend as follows:

Current Collective Agreement	
9.18	Within fourteen (14) days of receipt of a written request from the nurse, either during or at the end of employment, the Hospital will provide the nurse with a letter detailing her or his employment dates, length of service (including total hours worked, available as of the date of the request) and experience at the Hospital.
New Collective Agreement	
9.18	Within fourteen (14) days of receipt of a written request from the a nurse either during or at within twelve (12) months of the end of employment, the Hospital will provide the nurse with a letter detailing her or his their employment dates, length of service (including total hours worked, available as of the date of the request) and experience at the Hospital.
COMMENTS:	
The amendment to this Article ensures that upon request, a letter of employment can be obtained up to 12 months after employment has ended. Previously, those who exited a hospital and did not immediately return to active employment, were finding it difficult to access their employment information from their former employer. This hampered their ability to apply for recent related experience as per Article 19.05.	

ADMINISTRATIVE, EDITORIAL AND HOUSEKEEPING

The parties agreed that the OHA will send a letter to all Participating Hospitals indicating that if the local parties agree, nurses may elect to donate any accrued vacation time, banked time and/or banked overtime to another employee in need during unforeseen personal circumstances.

Change she/he, her/him/his to **their/they/them** as appropriate throughout the Collective Agreement.

ARTICLE 9 – PROFESSIONAL DEVELOPMENT

Article 9.08 (a) amend as follows:

Current Collective Agreement	
9.08	(a) <u>Student Supervision</u>
Nurses may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of Ontario <i>Practice Guidelines – Supporting Learners</i> . Nurses will be informed in writing of their responsibilities in relation to these students and will be provided with what the Hospital determines to be appropriate training. Any information that is provided to the Hospital by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students. Upon	

Current Collective Agreement

request, the Hospital will review the nurse's workload with the nurse and the student to facilitate successful completion of the assignment.

Where a nurse is assigned nursing student supervision duties, the Hospital will pay the nurse a premium of sixty cents (\$0.60) per hour for all hours spent supervising nursing students. This article will not apply to job classifications that are paid above the Registered Nurse Classification rates set out in Article 19.01(a) where the higher rate of pay is, in part, based on nursing student supervision duties.

New Collective Agreement

9.08 (a) Student Supervision

Nurses may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of Ontario **Professional Standards Practice Guidelines — Supporting Learners**. Nurses will be informed in writing of their responsibilities in relation to these students and will be provided with what the Hospital determines to be appropriate training. Any information that is provided to the Hospital by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students. Upon request, the Hospital will review the nurse's workload with the nurse and the student to facilitate successful completion of the assignment.

Where a nurse is assigned nursing student supervision duties, the Hospital will pay the nurse a premium of sixty cents (\$0.60) per hour for all hours spent supervising nursing students. This article will not apply to job classifications that are paid above the Registered Nurse Classification rates set out in Article 19.01(a) where the higher rate of pay is, in part, based on nursing student supervision duties.

COMMENTS:

The amendment is housekeeping to update the language with current College of Nurses terminology.

Article 17.01 (i) amend as follows:

Current Collective Agreement

17.01 (i) The Hospital will provide to all full-time employees who reach age 57 and retire (including disability retirements) on or after April 1, 2011 and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees as long as the retiree pays the Employer their share of the monthly premiums, in advance. The Hospital will contribute fifty percent (50%) of the billed premiums of these benefit plans.

Current Collective Agreement

The Hospital will contact employees who retired between April 1, 2011 and the effective date of the award at their last known address on record with the hospital, with a copy to the union, within 30 days of the date of the award to advise them of their entitlement to (i) above.

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

New Collective Agreement

17.01 (i) The Hospital will provide to all full-time employees who reach age 57 and retire (including disability retirements) on or after April 1, 2011 and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees as long as the retiree pays the Employer their share of the monthly premiums, in advance. The Hospital will contribute fifty percent (50%) of the billed premiums of these benefit plans.

~~The Hospital will contact employees who retired between April 1, 2011 and the effective date of the award at their last known address on record with the hospital, with a copy to the union, within 30 days of the date of the award to advise them of their entitlement to (i) above.~~

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

COMMENTS:

The amendment is housekeeping removing the redundant date.

Article 18.01 amend as follows:

Current Collective Agreement

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

New Collective Agreement

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

Notwithstanding the above, the local parties shall endeavour to reduce the amount of collective agreements printed following each round of bargaining.

COMMENTS:

With the increased reliance and efficacy of electronic copies of the Collective Agreement, the parties have agreed to reduce the amount of paper copies that are to be printed.

ONA members will have the choice to have an electronic or paper copy of the Collective Agreement.

Electronic copies may be accessed through several sources:

- Employer intranet.
- ONA website – <https://www.ona.org/your-contracts-rights/find-your-contract/>.
- ONA App.
- A Local website if one exists.

Article 19.06 (c) amend as follows:

Current Collective Agreement

19.06 (c) 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.)

New Collective Agreement

19.06 (c) 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.)

COMMENTS:

Grammatical deletion.

ARTICLE 23 – APPENDICES

The following Appendices have been renewed:

- Appendix 1 ONA Grievance Form
- Appendix 3 Salary Schedule
- Appendix 4 Superior Conditions – If Any
- Appendix 5 Appendix of Local Provisions
- Appendix 8 Procedural Guidelines for an Independent Assessment Committee (IAC) Hearing
- Appendix 9 Workload/Professional Responsibility Review Tool

APPENDIX 7 – LETTERS OF UNDERSTANDING

The following Letters of Understanding have been renewed:

- Re: Mentorship Guidelines
- Re: Paid Professional Leave Days
- Re: Part-Time Voluntary Benefits
- Re: Supernumerary Positions
- Re: Retention/Recruitment/Ratios
- Re: Public Hospitals Act
- Re: Grievance Commissioner System
- Re: Supernumerary Positions-Nursing Career Orientation (NCO) Initiative for Internationally Educated Nurses (IENs)
- Re: Registered Nurse Workforce – Health Human Resource Planning
- Re: OHA Early Retiree Dental Benefits

Delete the following Letter of Understanding:

- Re: Supplemental Vacation Earned as of September 8, 2005

COMMENTS:

All Letters of Understanding have been renewed with the exception of:

- Supplemental Vacation Earned as of September 8, 2005 as it is no longer applicable. This vacation has now been exhausted by the members who were entitled to this in 2005.