

**Ontario Nurses' Association and The Participating Hospitals
Items in Agreement
March 8, 2021**

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

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.~~

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.)

DATED this 8th day of March 2021.

ON BEHALF OF
ONTARIO NURSES' ASSOCIATION:

Wicki McKenna

Cathryn Day

Lucy Mathas

Jim Hain

Nancy Lee

Patricia

Audrey

ON BEHALF OF
THE PARTICIPATING HOSPITALS:

TJP

Asia Smith

Clara Williams

P. Kotch

D. Somers

Susan Leach

J. P. [Signature]

L. [Signature]

[Signature]

L. [Signature]

[Signature]

Phil Cifarelli

[Signature]

Jedia Bell

**Ontario Nurses' Association and The Participating Hospitals
Items in Agreement
March 10, 2021**

- 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 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.

- 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 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.

Renew the following Letters of Understanding:

- Re: Paid Professional Leave Days
- Re: Part-Time Voluntary Benefits
- Re: Retention/Recruitment/Ratios
- Re: Public Hospitals Act
- Re: Grievance Commissioner System
- 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:

~~Whereas the parties agree that the language as follows is no longer applicable and wish to delete it from the collective agreement;~~

Article 16.01

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

Article 16.06

~~NOTE 1: Effective September 8, 2005, employees who have supplemental vacation (additional 2% vacation pay upon completion of 45,000 hours of continuous service and additional 2% vacation pay upon completion of 52,500 hours of continuous service) which was previously earned prior to the effective date of the 7 weeks of vacation entitlement awarded on September 8, 2005, shall be entitled to utilize their remaining supplemental vacation, if any.~~

~~And, whereas the parties are unable to determine during bargaining if any nurses continue to have earned but unused supplemental vacation days.~~

The parties agree as follows:

- ~~1. The 16.01 NOTE and 16.06 NOTE 1 will be deleted from the collective agreement.~~
- ~~2. The Participating Hospitals agree:
 - ~~(a) To provide each Bargaining Unit President with disclosure within sixty (60) days of ratification or award, the names of any nurse(s) who potentially has entitlement to unused supplemental vacation days.~~
 - ~~(b) The Bargaining Unit President will confirm with the nurse their entitlement.~~
 - ~~(c) The Participating Hospitals agree, that should any nurse still have supplemental vacation as contemplated by the notes prior to this deletion, such nurse shall be entitled to use this supplemental vacation during the term of this collective agreement.~~~~

~~The parties agree that this Letter of Understanding will be removed from the collective agreement during the next round of bargaining.~~

DATED this 10th day of March 2021.

ON BEHALF OF
ONTARIO NURSES' ASSOCIATION:

Wicki McKenna

Cathryn Day

Lucy Mathas

Jim Hain

Nancy Lee

Patricia

Audrey

ON BEHALF OF
THE PARTICIPATING HOSPITALS:

TJP

Asia Smith

Clara Williams

P. Kotwick

D. Somers

Susan Leach

J. P. [Signature]

L. [Signature]

[Signature]

L. [Signature]

[Signature]

Phil Cifarelli

[Signature]

Jedia Bell

**Ontario Nurses' Association and The Participating Hospitals
Items in Agreement
March 11, 2021**

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. **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.

DATED this 11th day of March 2021.

ON BEHALF OF
ONTARIO NURSES' ASSOCIATION:

Wicki McKenna

Cathryn Day

Lucy Mathas

Spencer

Wendy

Patricia

Audrey

ON BEHALF OF
THE PARTICIPATING HOSPITALS:

TJP

Asia Smith

Clara Williams

P. Kotov

D. Somers

Susan Leach

J. P.

L. Brock

M. H.

L. Lagowan

J. H.

Phil Cifarelli

J.

Jedia Bell

**Ontario Nurses' Association and The Participating Hospitals
Items in Agreement
March 12, 2021**

- 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.
- 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 employment dates, length of service (including total hours worked, available as of the date of the request) and experience at the Hospital.
- 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 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.**
- 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.

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

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.

DATED this 12th day of March 2021.

ON BEHALF OF
ONTARIO NURSES' ASSOCIATION:

Wicki McKenna

Cathryn Day

Lucy Mathas

Jim Linn

Nancy Lee

Patricia

Audrey

ON BEHALF OF
THE PARTICIPATING HOSPITALS:

TJP

Asia Smith

Clara Williams

P. Kotch

D. Somers

Susan Leach

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L. Brock

Angela

L. Lagowan

Paul

Phil Cifarelli

JJ

Jedia Bell

**Ontario Nurses' Association and The Participating Hospitals
Items in Agreement
March 23, 2021**

13.04 Unit Weekend Worker

(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.

... status quo

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.~~ **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 shall be treated in a manner consistent with this Article.

Renew the following Letters of Understanding:

Re: Supernumerary Positions

Re: Supernumerary Positions-Nursing Career ORientation (NCO) Initiative for Internationally Educated Nurses (IENs)

Re: Mentorship Guidelines

The parties agree 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.

**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: _____ Time: _____ 7.5 hr. shift 11.25 hr. shift Other _____

Name of Supervisor/Charge Nurse: _____ Date/ _____
 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

**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.

DATED this 23rd day of March 2021.

ON BEHALF OF
ONTARIO NURSES' ASSOCIATION:

Wicki McKenna

Cathryn Day

Barbara Mathas

Jim Lhuiza

Janice

Patricia

Audrey

ON BEHALF OF
THE PARTICIPATING HOSPITALS:

TJRL

Asia Smith

Clara Williams

P. Kotach

D. Sommad

Susan Leach

J. P. L.

L. Brock

Angela

L. Lagowan

Paul Cifarelli

J. J.

Jedia Belli

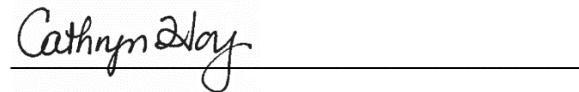
**Ontario Nurses' Association and The Participating Hospitals
Items in Agreement
April 7, 2021**

22.01 This Agreement shall continue in effect until **March 31, 2023** 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.

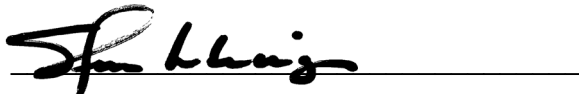
DATED this 7th day of April 2021.

ON BEHALF OF
ONTARIO NURSES' ASSOCIATION:



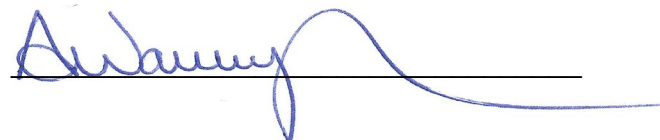












ON BEHALF OF
THE PARTICIPATING HOSPITALS:



