

COLLECTIVE AGREEMENT

Between:

WEENEEBAYKO AREA HEALTH AUTHORITY  
(hereinafter referred to as "the Employer")

And:

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

EXPIRY DATE: MARCH 31, 2019

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the nurses covered by this Agreement; to provide for on-going means of communication between the Union and the Employer, the prompt disposition of grievances and the final settlement of disputes, and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that nurses wish to work together with the Employer to secure the best possible nursing care and health protection for patients. Appropriate committees have been created under this Agreement to work towards this objective.
- 1.03 The employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

## **ARTICLE 2 - RECOGNITION AND SCOPE OF BARGAINING UNIT**

- 2.01 The Employer recognizes the Ontario Nurses Association as the sole and exclusive bargaining agent of all Registered Nurses and Nurses with a Temporary Certificate of Registration employed in a nursing capacity at Weeneebayko Area Health Authority save and except the supervisors and persons above the rank of supervisor

## **ARTICLE 3 - DEFINITION**

### 3.01 Registered Nurse

A Registered Nurse is a nurse who holds a General Class Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act* and the *Nursing Act*.

- 3.02 (a) A nurse who holds a Temporary Class Certificate of Registration must obtain her or his General Class Certificate of Registration. If the nurse fails to obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration, she/he will be deemed to be not qualified for the position of registered nurse and she/he will be terminated from the employ of the Employer. Such termination shall not be the subject of a grievance or arbitration.
- (b) A nurse who holds a Temporary Class Certificate of Registration will be classified, for purposes of salary, at a level equal to the level previously accorded to the graduate nurse category under the collective agreement which expired March 31, 1996

### 3.03 Full-time Nurse

- (a) A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 15.01.

- (b) A temporary full-time nurse is a nurse who is hired to fill a nursing position on a temporary basis in cases where full-time nurses are not available for hire at the time and/or for leave of absences more than thirty (30) days. This position is staffed on a term basis. The term will be greater than three (3) months and will not exceed one (1) year. The employee will be classified as temporary full-time and be entitled to all rights, terms and conditions as the full-time nurse. If the employee remains in the employ of the Employer over the stated term, the employee becomes a full-time nurse/employee.
- (c) Locum: a temporary full-time nurse who is hired to fill a nursing position on a temporary basis of under 3 months. The employee will be classified as temporary full-time and be entitled to all rights, terms and conditions as the full-time nurse for the period of employment. At the completion of the temporary position the employee will be deemed terminated and for any subsequent locum position will be treated as a new hire.
- (d) The Bargaining Unit President will be notified of the names and position of new hires.

#### 3.04 Regular Part-time Nurse

A Regular part-time nurse is a nurse who:

- (a) regularly works less than the regular full-time hours referred to in Article 15.01; and,
- (b) offers to make a commitment to be available to be scheduled for work on a predetermined basis. The predetermined basis upon which the commitment to be available is:
  - i) for 37.5 hours in a bi-weekly period;
  - ii) every second weekend;
  - iii) for six designated holidays during a calendar year;
  - iv) for eleven months of the year; and,
- (c) has had the offer to make the commitment accepted by the Employer as a consequence of a job posting. The Employer shall not refuse to accept an offer from a nurse to make a commitment to be available for work on the above basis solely for the purpose of utilizing casual nurses so as to restrict the number of regular part-time nurses.

#### 3.05 Casual Nurse

A casual nurse shall mean a nurse who regularly works less than the normal full-time hours referred to in Article 15.01, and who is employed on an as and when needed basis.

#### 3.06 Spouse

Spouse shall mean a person of either sex in a relationship, as set out in the *Family Law Act*, with a member of the bargaining unit.

3.07 Location

Location shall mean on any of the Employer's sites: namely: Attawapiskat, Fort Albany, Moosonee or Moose Factory.

**ARTICLE 4 - RELATIONSHIP**

The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between employers, employees, physicians, and the Union. Nurses should feel empowered to report incidents of disruptive behaviour, including physician behaviour, without fear of retaliation. The parties are both committed to a harassment free environment and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner as set out below:

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of the nurse's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising the nurse's rights under the Collective Agreement.
- 4.02 The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.
- 4.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of race, creed, colour, ethnic origin, place of origin, sex, sexual orientation, marital status, family status, age, ancestry, citizenship, disability, gender identity, gender expression, record of offences or any other factor which is not pertinent to the employment relationship. Ref: *Ontario Human Rights Code*.
- 4.04 Harassment and Discrimination
- (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, gender identity, gender expression, or disability". ref: *Ontario Human Rights Code. Sec.5(2) and 10(1)*.
- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee". ref: *Ontario Human Rights Code. Sec.7(2)* The right to freedom from harassment in the workplace applies also to sexual orientation.
- (c) "Every person has a right to be free from,
- i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person

where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or

- ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person”. ref: *Ontario Human Rights Code. Sec.7(3)*
- (d) The parties recommend and encourage any employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the employer's harassment policies and process.
- (e) In recognizing the importance of a harassment free environment, the employer and the union will review Employer policies and processes with respect to harassment with the employee during her/his orientation period.
- (f) Where a nurse requests the assistance and support of the union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (g) A nurse who believes that the nurse has been harassed contrary to this provision may file a grievance under Article 9 of this agreement.
- (h) The local parties will determine the appropriate means of promoting an effective and meaningful way of addressing discrimination and harassment issues, which may include, but is not limited to the following:
  - i) Reviewing the hospital's harassment policy and making joint recommendations to the VP of Human Resources;
  - ii) Promoting a harassment free workplace where there is 'zero tolerance';
  - iii) Ensuring that all employees are familiar with the employer's harassment policy by identifying educational opportunities, including the orientation period for new employees;
  - iv) Identifying supports and solutions to assist employees to deal with harassment and discrimination issues (i.e. Employee Assistance Programs, staff supports);
  - v) Development of process to address the accommodations/modified work needs for nurses;
  - vi) Development of assertiveness training programs.

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

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

4.06 Whistle Blower Protection

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

4.07 In dealing with complaints, the employer shall ensure that the process is fair for all.

4.08 In dealing with physician conduct, the Employer may incorporate recommendations from the draft (or final) report of the College of Physicians and Surgeons on the Disruptive Physician Behaviour Initiative.

**ARTICLE 5 - MANAGEMENT RIGHTS**

5.01 The Union recognizes that the management of the Employer and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer, except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall, and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of nurses required from time to time, the services to be performed, standards of performance of all employees, work assignments, the hours of work and all other rights and responsibilities of management, not specifically modified elsewhere in this Agreement;
- (d) establish, alter and enforce reasonable rules and regulations to be observed by the nurses.

5.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

**ARTICLE 6 - NO STRIKE, NO LOCKOUT**

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

## **ARTICLE 7 - UNION SECURITY**

### 7.01 Union Dues Deduction

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

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

If the failure to deduct dues results from an error by the Employer, then, as soon as the error is called to its attention by the Union, the Employer shall make the deduction in the manner agreed to by the parties. If there is no agreement, the Employer shall make the deduction in the manner prescribed by the Union.

7.02 Such dues shall be deducted monthly and in the case of newly employed nurses, such deductions shall commence in the month following their date of hire.

### 7.03 Amount of Dues

The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President – Local Finance of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction as specified in the Dues Notification Letter. In the case of any changes to the local dues levies, notification will be made by the local treasurer and such notification shall be the Employer's conclusive authority to make the deduction specified.

### 7.04 Indemnification

In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

### 7.05 Dues Remittance

The amounts so deducted shall be remitted monthly to the Vice-President – Local Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of nurses from whom deductions were made, their work site (if the bargaining unit covers more than one site) and the nurses' social insurance numbers, amount of dues deducted and where feasible, the Employer shall also provide the job classification, and status of the nurses. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leaves of absence greater than one month and returns from leaves of absence. A copy of this list will be sent concurrently to the local Union. Where the parties agree, the Employer may also provide the information in an electronic format or on a computer disk.

The Employer will also identify the dues month, name(s) of the bargaining unit and payroll contact information.



The Employer will provide the members' current addresses and phone numbers it has on record, with the dues lists, at least every six (6) months.

7.06 Interview of New Nurse

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

7.07 Income Tax Slips

The Employer will provide each nurse with a T-4 Supplementary slip showing the union dues deducted in the previous year for income tax purposes.

7.08 Payment for Bargaining Unit President

It may become necessary for the Employer to meet with the Bargaining Unit President in the capacity as Bargaining Unit President of the Union to discuss matters arising out of the administration of the Collective Agreement.

Where the Employer requests such meetings and the meetings are scheduled outside of the Bargaining Unit President's scheduled hours of work, then the Employer will compensate the Bargaining Unit President for time spent at such meetings. Such compensation shall be in the form of payment at the Bargaining Unit President's straight time hourly rate. Such payment, however, shall not exceed a cumulative total of fifteen (15) hours per month. Such hours will be invisible for purposes of determining premium payment (i.e., these hours will not be counted for purposes of determining eligibility for premium payment on other hours worked).

## **ARTICLE 8 - REPRESENTATION AND COMMITTEES**

8.01 Meetings

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

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

8.02 Nurse Representatives & Grievance Committee

(a) The Employer agrees to recognize four nurse representatives, including a part-time representative to be elected or appointed from amongst nurses in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.

(b) The Employer will recognize a Grievance Committee, one of whom shall be chairperson. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement. The

Employer shall not be required to pay for the presence of more than three people, including the grievor, at a time.

- (c) It is agreed that nurse representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a nurse representative or member of the Grievance Committee is required to enter a nursing unit within the Employer in which the nurse is not ordinarily employed, the nurse shall, immediately upon entering such nursing unit, report the nurse's presence to the supervisor or nurse in charge, as the case may be. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Employer agrees to pay for all time spent during the regular hours by such representatives hereunder.

### 8.03

#### Employer-Union Committee

- (a) There shall be a Employer-Union Committee comprised of representatives of the Employer, one of whom shall be the Assistant Executive Director, Patient Care or designate, and of the Union, one of whom shall be the Bargaining Unit President or designate. The number of representatives shall be four from each party. There shall be no more than one nurse from each location. The membership of the Committee may be expanded by mutual agreement.
- (b) The Committee shall meet every two months via teleconference, unless otherwise agreed and as required under Article 10.01(a)(i). The duties of chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least 5 calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (c) The purpose of the Committee includes:
- i) promoting and providing effective and meaningful communication of information and ideas, including but not limited to workload measurement tools and the promotion of best practices. Such communication may include discussion of nursing workload measurement and patient care acuity systems. The Employer will provide, upon request, information on workload measurement systems applicable to nursing currently used by the Employer and evaluations completed by the Employer of such systems;
  - ii) reviewing professional responsibility complaints with a view to identifying trends and sharing organizational successes and solutions; making joint recommendations on matters of concern including the quality and quantity of nursing care and discussing the development and implementation of quality initiatives;
  - iii) dealing with complaints referred to it in accordance with the provisions of Article 10, Professional Responsibility;

- iv) discussing and reviewing matters relating to orientation and in-service programs;
  - v) promote the creation of full-time nurses and discuss the effect of such change on the employment status of the nurses.
- (d) The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.
- (e) Where a Committee representative designated by the Union attend Committee meetings outside of her or his regularly scheduled hours, she or he will be paid for all time spent in attendance at such meetings at her or his regular straight time hourly rate of pay. Such payment shall be limited to two (2) Committee representatives per meeting.

The Bargaining Unit President/designate will identify to the Employer which committee members require payment under this article at each HAC meeting.

#### 8.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee comprised of four representatives for the purpose of negotiating a renewal agreement. The Employer agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Employer for a renewal agreement up to, but not including, arbitration.

#### Central Negotiating Team

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

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

Upon reference to arbitration, the Central Negotiating Team members shall receive unpaid time off for the purpose of attending arbitration hearings. Time spent on such meetings will not be considered leave under Article 13.02, Leave for Union Business.

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

The Union shall advise the Employers' Central Negotiating Committee as far in advance as possible, of the names of the nurses to be paid under this provision. The Employers' Central Negotiating Committee will make such request known to the affected Employers.

For any unpaid leave of absence under this provision, the nurse's salary and applicable full-time benefits shall be maintained by the Employer, and the Union agrees to reimburse the Employer in the amount of the full cost of such salary. Part-time nurses will be credited with seniority and service for all such leave.

## 8.05

Occupational Health and Safety

- (a) It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*, making particular reference to the following:
- i) The employer shall take every precaution reasonable in the circumstances for the protection of a worker [*Occupational Health and Safety Act*, s. 25 (2)(h)].
  - ii) When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects employees.
  - iii) Employers 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.
  - iv) When the employer receives written recommendations from a health and safety representative, that employer shall respond in writing within twenty-one days. [*Occupational Health and Safety Act*, s. 9 (20)].
  - v) The employer's response shall contain a timetable for implementing the recommendations the employer agrees with and give reasons why the employer disagrees with any of the recommendations that the employer does not accept. [*Occupational Health and Safety Act*, s 9 (21)].
  - vi) The employer shall ensure that the equipment, materials and protective devices as prescribed are provided. [*Occupational Health and Safety Act*, s. 25(1)(a)].
  - vii) The employee shall use or wear the equipment, protective devices or clothing that the employer requires to be used or worn. [*Occupational Health and Safety Act*, s. 28(1)(b)].
  - viii) The employee shall not use or operate equipment, machine, device or thing or work in a manner that may endanger himself,

herself or any other worker. [*Occupational Health and Safety Act*, s. 28(2)(b)].

- ix) A worker who is required by his or her employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [O. Reg. 67/93-Health Care].
- (b) The parties will determine appropriate measures to promote health and safety and address violence in the workplace, which may include, among other remedies:
- i) Violence in the workplace (including Verbal Abuse)
    - Electronic and visual flagging;
    - Properly trained security who can de-escalate, immobilize and detain/restrain;
    - Appropriate personal alarms;
    - Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication and work flow and individual client assessments;
    - Training in de-escalation, “break-free” and safe immobilization/detainment/restraint.
  - ii) Musculoskeletal Injury Prevention
  - iii) Needle stick and other sharps injury prevention
  - iv) Nurses who regularly work alone or who are isolated in the workplace
  - v) Wellness initiatives
- (c) It is understood that communication on issues of mutual concern should occur between the Joint Health and Safety committee, Infection Control, Risk Management and Emergency Planning.
- (d) Joint Health and Safety Committee
- i) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees from each Employer site.
 

Employers will choose either to include a representative from the bargaining unit from each Employer site, or to have a separate Joint Health and Safety Committee at each Employer site, unless the parties agree otherwise.
  - ii) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

- iii) The Employer agrees to cooperate in providing necessary information and management support to enable the Committee to fulfil its functions. In addition, the Employer will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession. The committee shall respect the confidentiality of the information.
- iv) Meetings shall be held every second month or more frequently at the call of the co-Chairs, if required. The Committee shall maintain minutes of all meetings and make the same available for review. The Joint Health and Safety committee will determine the appropriate mechanism to communicate the minutes of the proceedings of the committee to the organization.
- v) Any representative appointed or selected in accordance with (d) (i) hereof, shall serve for a term of at least two (2) calendar years from the date of appointment. Time off for representatives to perform these duties shall be granted.

A member of a committee is entitled to,

- (A) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- (B) such time as is necessary to attend meetings of the committee;
- (C) such time as is necessary to carry out [inspections and investigations under subsection 9(26), 9(27) and 9(31) of the *Act.*] ref: *Occupational Health and Safety Act. Sec 9(34).*
- (D) where an investigation is required under the *Occupational Health and Safety Act*, the Committee shall determine the appropriate member or members who will participate in the investigation, recognizing interests of an Union representative to be involved in an investigation involving Union members; and

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

- vi) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- vii) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee’s physician, the pregnancy may be at risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.

- viii) Where the Employer identifies high risk areas where nurses are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the nurses.
- ix) At least one of the employees representing workers under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the *Act*, shall be from the Union. Upon written request, all Union members on the Joint Health and Safety Committee shall be trained as certified workers.
- x) “A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member’s employer shall pay the member for the time spent at the member’s regular or premium rate as may be proper”. ref. *Occupational Health and Safety Act*. Sec. 9(36). [This provision] does not apply with respect to workers who are paid by the Agency for the time spent fulfilling the requirements for becoming certified. ref: Sec 9(37).
- xi) (1) This section does not apply to a [nurse]:
  - (a) when a circumstance described below is inherent in the worker’s work or is a normal condition of the worker’s employment; or
  - (b) when the worker’s refusal to work would directly endanger the life, health or safety of another person. ref: *Occupational Health and Safety Act*, Sec. 43(1).
- (2) “A worker may refuse to work or do particular work where the nurse has reason to believe that,
  - (a) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
  - (b) the physical condition of the workplace or the part thereof in which the nurse works or is to work is likely to endanger himself, herself; or
  - (c) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which the he or she works or is to work is in contravention of this *Act* or the regulations and such contravention is likely to endanger himself, herself or another worker. Ref: *Occupational Health and Safety Act*, Sec. 43(3).
  - (d) A refusal to work or do particular work as outlined in Article 6.05 (d) (xi) (2) shall not be considered a contravention of Article 4.01.

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

(e) Occupational Health and Safety

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

8.06 Union Meetings on Employer Premises

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

8.07 Notification of Nurse Representatives & Officers

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

8.08 Employment Equity Committee

The Employer agrees to accept as a member of its Employment Equity Committee, one representative selected or appointed by the Union from the members of the bargaining unit. The Committee shall function in accordance with the *Employment Equity Act*.

8.09 All reference to nurse representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members of officers of the Local Union.

8.10 Access to Premises for ONA Staff Representatives

The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator. Such representatives shall have access to the premises only with the approval of the Administrator which will not be unreasonably withheld except where the Bargaining Unit President position is vacant or in the event that the Bargaining Unit President is subject to discipline, in which case only prior notice is required.

8.11 Committees under Public Hospitals Act

Nurses who are members of committees pursuant to Regulation 965 of the *Public Hospitals Act* will suffer no loss of earnings for time spent during regular working hours for attending committee meetings.



Where a nurse(s) attends a committee meeting outside of regularly scheduled hours, the nurse will be paid for all hours spent in attendance at meetings at the nurse's regular straight time hourly rate.

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

- 8.12 The Employer will discuss government initiatives with the Union that impact on the bargaining unit.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### 9.01 Grievance Defined

For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

### 9.02 Right to Representation

At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her or his Union. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance. The Employer also agrees as a good labour relations practice, in most circumstances, it will also notify the Bargaining Unit President.

A nurse shall also be entitled to be accompanied by the nurse's representative in an investigatory meeting which could result in disciplinary action being taken against the nurse.

The Employer agrees that where a nurse is required to attend a meeting with the Employer that may lead to disciplinary action, as a good labour relations practice, it will inform the nurse of the purpose of the meeting and her or his right to union representation.

All investigations related to a nurse's employment will be completed in a timely manner.

### 9.03 Complaint and Grievance Steps

It is the intent of the parties that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she or he has first given her or his immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with her or his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse. This discussion may include consultation, advice and assistance from others. If there is no settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days in the following manner and sequence:

Step No. 1

The Nurse may submit a written grievance through the Union, signed by the nurse, to the Vice President Human Resources or designate. The grievance shall be on a form referred to in Article 9.09 and shall identify the provisions of the Agreement which are alleged to be violated. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The Vice President Human Resources or designate will deliver her or his decision in writing within nine (9) calendar days following the day on which the grievance was presented to her or him. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the Executive Director or designate. A meeting will then be held between the Executive Director or designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative(s) of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Executive Director or designate may have such counsel and assistance as she or he may desire at such meeting. The decision of the Employer shall be delivered in writing within nine (9) calendar days following the date of such meeting. A copy of the second step grievance reply will be provided to the Labour Relations Officer.

9.04 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Bargaining Unit President or designate.

9.05 Group Grievance

Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately, they may present a group grievance in writing signed by each nurse who is grieving to the Assistant Executive Director, Patient Care or designate within fourteen calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step. No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9.06 (a) Probationary Release

The release of a probationary nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for:

- (a) reasons which are arbitrary, discriminatory or in bad faith;
- (b) exercising a right under this Agreement;

The Employer agrees to provide a probationary nurse with written reasons for her or his release within seven (7) days of such release, with a copy to the Local Union.

A claim by a probationary nurse that she or he has been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve, if a written statement of such grievance is lodged by the nurse with the Employer at Step 2 within seven (7) days after the date the release is effective. Such grievance shall be treated as a special grievance as set out below.

(b) Discipline/Discharge/Suspension

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

A claim by a nurse who has completed her or his probationary period that she or he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Employer at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Employer's action in dismissing the nurse; or
- (b) reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

9.07

Reference to Arbitration

- (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (34) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, whenever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievances and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

## 9.08 Agreements on Grievances

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

## 9.09 Grievance Form

Union grievances shall be on the form set out in Appendix 1.

## 9.10 Constitution of Arbitration Board

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

- i) Selection decisions on job vacancies
- ii) Premiums
- iii) Scheduling issues
- iv) Article 21 – Compensation Issues
- v) Entitlement to leaves, including vacation
- vi) Discipline up to, but not including discharge
- vii) Short term layoffs
- viii) Dues issues
- ix) Any other issues agreed by the parties,

the matter shall be determined by a sole arbitrator, unless the parties agree to proceed under Article 9.11. The sole arbitrator shall proceed by way of mediation-arbitration at the request of either party. When either party requests that any such matter be submitted to mediation-arbitration or to arbitration as provided above, it shall make such request in writing addressed to the other party to this Agreement and, at the same time, it shall propose the name of a sole arbitrator. Within (7) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 9.13, once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

## 9.11 Arbitrator Appointment

For all other grievances, including those grievances dealing with nursing practice issues and those agreed to be central rights issues, the matter shall be determined by a three (3) person Board of Arbitration, unless the parties agree to

proceed under Article 9.10. The party requesting arbitration shall, at the time of notification of its decision to submit the difference or allegation to arbitration shall name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee. However, if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application by the party invoking the arbitration procedure. The two (2) nominees, or the parties, if they have agreed not to utilize nominees shall attempt to select by agreement a chair of the arbitration board. If they are unable to agree upon such a chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the province of Ontario to appoint a chair. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 9.13, once appointed, the Board of Arbitration shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

9.12 Matters Not Arbitrable

No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

9.13 Arbitration Board Jurisdiction

The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

9.14 Arbitration Proceedings

The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chairperson will be final and binding upon the parties hereto and the nurse or nurses concerned.

9.15 Arbitration Board Expenses

Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairperson of the Arbitration Board.

9.16 Time Limits

The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of the *Labour Relations Act*.

9.17 Single Arbitrator

Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board

at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

## **ARTICLE 10 - PROFESSIONAL RESPONSIBILITY**

10.01 The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner. This provision is intended to appropriately address employee concerns relative to their workload issues in the context of their professional responsibility. In particular, the parties encourage nurses to raise any issues that negatively impact their workload or patient care, including but not limited to:

- Gaps in continuity of care
- Balance of staff mix
- Access to contingency staff
- Appropriate number of nursing staff

In the event that the Employer assigns a number of patients or a workload to an individual nurse or group of nurses such that they have cause to believe that they are being asked to perform more work than is consistent with proper patient care, they shall;

- (a)
  - i) At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.
  - ii) If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Employer (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
  - iii) Failing resolution of the workload issue at the time of occurrence, the nurse(s) will discuss the issue with her or his Manager or designate on the Manager's or designate's next day that the Manager (or designate) and the nurse are both working or within ten (10) calendar days, whichever is sooner. Complete the ONA/Hospital professional Responsibility Workload Report Form, The manager (or designate ) will provide a written response on the ONA/ Employer Professional Responsibility Workload Report Form to the nurses(s) within ten (10) days of receipt of the form with a copy to the Bargaining Unit President.
  - iv) Failing resolution at the unit level, submit the ONA/Hospital 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 (iii) above. The Chair of the Hospital-Association Committee shall convene a meeting of the Hospital-Association Committee within fifteen (15) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties and report the outcome to the nurse(s).

- v) Prior to the complaint being forwarded to the Independent Assessment committee, the Union may forward a written report outlining the complaint and recommendations to the Chief Nursing Executive.
- vi) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Union-Employer Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Employer and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chair.
- vii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within forty-five (45) calendar days following completion of its hearing.
- viii) It is understood and agreed that representatives of the Ontario Nurses' Association, including the Employment Relations Officer and the Nursing Practice Officer, may attend meetings held between the Employer and the Union under this provision.
- ix) Any complaint lodged under this provision shall be on the form set out in Appendix 6.
- (b) i) The list of Assessment Committee Chairpersons is attached as Appendix 2.

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

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

- ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities, as set out herein.
- (c) The Labour Relations Officer of the Union may participate at all stages of this procedure.

(d) Added Nursing Skills and Certification

The delegation of Controlled Acts shall be in accordance with the Regulated Health Professions Act, Medical Directives, and related statutes and regulations and in accordance with guidelines established by the College of Nurses of Ontario from time to time and any Employer policy related thereto provided that if the Union is of the opinion that such delegation would be inimical to proper patient care, the Union may refer the issue to the Union Employer Committee. The Employer will identify to the Union any certifications or added nursing skills that it requires for positions within the bargaining unit.

## (e) The Employer will notify the nurse when it reports her or him to the College of Nurses of Ontario and refer them to the Union as a resource.

**ARTICLE 11 - PROFESSIONAL DEVELOPMENT**

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

11.02 Committee

(a) The Employer-Union Committee shall be the committee to address the planning of professional development initiatives for nurses.

(b) The parties agree that the following key principles will provide direction for the Committee's functioning with reference to professional development:

i) Professional development will be recognized

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

iii) Responsibility for professional development will be shared between the individual and the Employer.

(c) The purposes of the Committee is to assist the Employer in promoting a practice environment that supports continuous learning and enhances opportunities for career development, through:

i) Reviewing annually the organization's strategic directions and priorities which impact nursing competencies and, through the Chief Nursing Officer, provide recommendations with respect to professional development initiatives in the development of the Employer Operating Plan;



- ii) Reviewing the demographics of the nursing complement;
- iii) Developing guidelines for the development, implementation and evaluation of professional development initiatives;
- iv) Developing means to promote equal access to professional development opportunities including, but not limited to programs (such as conferences, seminars and workshops) funding, scheduling, leaves and mentoring roles);
- v) Reviewing and making recommendations regarding the professional development initiatives, including but not limited to mentorship and internship where such arrangements exist;
- vi) Reviewing and making recommendations regarding the existing nursing continuing education programs; and
- vii) Developing and implementing an ongoing communication plan to advise nurses about the work of this committee and what opportunities are available for continuous learning.

### 11.03 Orientation and In-Service Program

The Employer recognizes the need for an Orientation Program of such duration as it may deem appropriate taking into consideration the needs of the Employer and the nurses involved. The Employer will provide a newly-hired nurse with a written outline of the orientation program. The following minima shall be observed in the orientation. A newly-hired nurse who has not worked at the Employer within the two years immediately prior to the nurse's hire will be provided a general orientation of at least one (1) day in Moosonee, and/or Moose Factory before the individual location orientation set out below.

- (a) i) The nurse is to be familiarized, over one day, with the physical aspects of the building at the location, the specifically applicable policies and procedures of the location, and the daily routine of nurses at the location.
- ii) Ward Orientation  
A ward orientation of three (3) days on the day shift and three (3) days on the other shifts; and
- iii) Clinic Orientation  
A clinic orientation of two (2) weeks. Recognizing it may not always occur, the Employer will make every reasonable effort when staffing permits to assign a designated staff member to the same shift for this period to act as a resource.
- (b) During these periods, the nurse shall be an additional nurse to the usual staffing pattern.
- (c) The nurse involved in the orientation will confirm in writing that it has been completed. Such confirmation shall be placed in the newly hired nurse

personnel file, and the nurse shall also be able to add individual comments.

- (d) Physical Assessment training will take place within the first six (6) months of the nurse's arrival. If the Staff Educator is not available, a nurse from the site will be reassigned from her/his regular duties and conduct the training. The nurse providing this training will be paid according to the Staff Educator pay schedule.

11.04 Orientation for New Hires

Before assigning a newly hired nurse in charge of a nursing unit, the Employer will first provide orientation both to the Employer and to such nursing unit. It is understood that such nurse may be assigned to any tour as part of the nurse's orientation program, providing such assignment is in accordance with any scheduling regulations or objectives contained in this Collective Agreement.

11.05 Orientation after Layoff, Transfer, Probation

Nurses who displace other nurses in the event of a long-term layoff, nurses recalled from layoff, nurses whose probationary period has been extended under Article 12.01, and nurses who are transferred on a permanent basis may be provided any orientation determined necessary by the Employer for the purposes of allowing the nurse to assume satisfactorily the duties of such position. A request by such a nurse for orientation shall not be unreasonably denied.

11.06 Individual Professional Development Responsibility

Both the Employer and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programs related to the requirements of the Employer. Available programs will be publicized, and the Employer will endeavour to provide nurses with opportunities to attend such programs during their regularly scheduled working hours.

11.07 Pay for In-Service

The Employer will endeavour to schedule mandatory in-service programs during an employee's regular working hours. When an employee is on duty and authorized to attend any in-service program within the Employer and during the employee's regularly scheduled working hours, the employee shall suffer no loss of regular pay. When an employee is required by the Employer to engage in any learning activities outside of the employee's regularly scheduled working hours the employee shall be paid for all time spent on such learning opportunities at the employee's regular straight time hourly rate of pay.

Where the Employer requires e-learning, it will make reasonable efforts to enable Employer e-learning requirement during an employee's regular hours. Where an employee is unable to complete required Employer e-learning during regular working hours, the Employer will identify in advance the time that will be paid at her or his regular straight time hourly rate of pay.

Part-time employees will be credited with seniority and service for all such hours paid as provided above while engaged in such learning opportunities.

## 11.08 Student Supervision

- (a) Nurses may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of Ontario *Accountability Standards for RNs and RPNs Working with Students*. Nurses will be informed in writing of their responsibilities in relation to these students. Any information that is provided to the Employer 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. The Employer will review the nurse's workload with the nurse and the student to facilitate successful completion of the assignment.

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

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

## 11.09 Mentorship

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

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

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

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

NOTE: See Appendix 5, Letter of Understanding re Mentorship Guidelines.

## 11.10 Internships

The Employer may establish internships for the purpose of meeting future projected nursing shortages. In such circumstances, the implementation and guidelines of such an arrangement will be determined by the Employer and the Union subject to the following:

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

Principles:

- (a) The Employer will establish the expectations for each internship opportunity.
- (b) There will be an open application process for internship opportunities.
- (c) The opportunities will be open to currently employed nurses who can demonstrate continuous learning, and a commitment to the Employer.
- (d) Nurses who are selected for internship opportunities will commit to continued employment on a mutually determined basis.
- (e) Initiatives to support selected candidates may include but are not limited to:
  - i) No loss of regular wages while attending a requisite course
  - ii) Paid course fees
  - iii) Paid time for clinical practicums in the Employer or another clinical site
  - iv) Any other initiatives, as agreed
- (f) Part-time nurses will be credited with seniority and service for all such hours paid while participating in these initiatives as provided above.

11.11

Technological Change

- (a) The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of the nurse within the bargaining unit.
- (b) The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the nurses and to consider practical ways and means of minimizing the adverse effect, if any, on the nurses concerned.
- (c) Nurses, who are subject to layoff due to technological change, will be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 12.07 will apply.
- (d) Where computers and/or new computer technology (e.g. computer charting) are introduced into the workplace that nurses are required to utilize those computers in the course of their duties, the Employer agrees that necessary computer training will be provided at no cost to the nurses involved.

#### 11.12 Evaluations and Other Documents

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

Each nurse shall have reasonable access to all the nurse's files for the purpose of reviewing their contents in the presence of the nurse's supervisor. A copy of the evaluation will be provided to the nurse at the nurse's request. A request by a nurse for a copy of other documents in her or his file will not be unreasonably denied.

Notwithstanding Article 11.12, upon review of the file, should the nurse believe that any counselling letter is no longer applicable, she or he may request that such documentation be removed. Such request shall not be unreasonably denied.

No document shall be used against a nurse where it has not been brought to the nurse's attention in a timely manner.

#### 11.13 Clearing of Disciplinary Record

Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse 18 months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for one year. Leaves of absence in excess of sixty (60) continuous calendar days will not count towards either period of reference above.

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

The above referenced Peer Feedback is confidential information which the nurse is expected to obtain, by requesting feedback from peer(s) of her or his choice, for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College of Nurses of Ontario. The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program. For further clarity, the above referenced Peer Feedback will not be used as a performance evaluation under Article 11.11.

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

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

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

- 11.16 The Employer will meet with the Union to discuss any remediation or continuing education required by the College of Nurses of Ontario (CNO) to re-establish eligibility for clinical practice following a nurse's return from an approved absence.
- 11.17 To support succession planning and retention, the parties will discuss mid-career opportunities for nurses to receive training/education.
- 11.18 Within fourteen (14) days of receipt of a written request from the employee, the Employer will provide the nurse with a letter detailing her or his employment dates, length of service and experience at the Employer.

## **ARTICLE 12 - SENIORITY**

- 12.01 (a) Probationary Period
- i) Newly hired nurses shall be considered to be on probation for a period of one hundred and thirty (130) tours worked from date of last hire (975 hours of work for nurses whose regular hours of work are other than the normal work day). If retained after the probationary period, a full-time nurse shall be credited with seniority from date of last hire and a part-time nurse with seniority for the 975 hours worked.
- Nurses who have previously worked at any of the Employer's locations and have successfully completed their initial probationary period and are subsequently rehired shall be considered to be on probation for a period of sixty (60) tours worked from the date of last hire (450 hours of work for those nurses whose regular hours of work are other than the normal work day). If retained after the probationary period, a full-time nurse shall be credited with seniority from date of last hire and a part-time nurse with seniority for the four hundred and fifty (450) hours worked.
- ii) The parties recognize that ongoing feedback about the nurse's progress is important to the probationary nurse.
- (b) Progress Report
- Probationary nurses will receive a progress report after thirty tours (225 hours) and will be provided with any reasonably necessary advice, if required.
- (c) Extension of Probationary Period
- With the written consent of the Employer, the probationary nurse and the Bargaining Unit President or designate, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty tours (450 hours) worked and, where requested, the Employer will advise the nurse and the Union of the basis

of such extension with recommendations for the nurse's professional development.

(d) Probationary Period after Transfer of Category

A nurse who changes status shall not be required to serve a probationary period where the nurse has previously completed one since the nurse's date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) during the nine months immediately preceding the transfer shall be credited towards the probationary period.

12.02

(a) Seniority Lists

A seniority list shall be established for all full-time nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary nurses shall be included in the seniority list.

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

(b) A seniority list shall be established for all regular part-time nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all regular part-time probationary nurses shall be included in the seniority list. Seniority on such lists will be expressed in terms of total hours worked.

(c) A seniority list shall be maintained for casual part-time nurses for the purposes of Article 12.06 only. Seniority on such lists will be expressed in terms of total hours worked.

(d) A copy of the current seniority list will be filed with the Bargaining Unit President of the Local Union, or designate, on request but not more frequently than once every six (6) months at a time to be mutually determined. A copy of the seniority list shall also be posted at the same time. The Employer will include the nurses' work site on the seniority list. The seniority list will be filed and posted at each location on December 1<sup>st</sup> and June 1<sup>st</sup> of each year.

12.03

Seniority Transfer

(a) A nurse's full seniority and service shall be retained by the nurse in the event that the nurse is transferred from full-time to part-time or in the event the nurse is transferred from casual to regular part-time or vice-versa.

(b) Full-time to Part-time

A nurse whose status is changed from full-time to part-time shall receive credit for the nurse's full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service.

(c) Part-time to Full-time

A nurse whose status is changed from part-time to full-time shall receive credit for the nurse's full seniority and service on the basis of one year of seniority or service for each 1500 hours worked.

- d) Any time worked in excess of an equivalent shall be pro-rated at the time of transfer. For the purpose of job posting competitions only, part-time seniority, once converted to a date, shall not precede the part-time nurse's hire date

## 12.04

Effect of Absence

- (a) If a nurse's absence without pay from the Employer including absences under Article 11, Leaves of Absence, exceeds thirty (30) continuous calendar days the nurse will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the nurse will become responsible for full payment of any subsidized employee benefits in which she or he is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a nurse may arrange with the Employer to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage. In circumstances where a full-time nurse is on an unpaid leave of absence in excess of thirty (30) calendar days and voluntarily works occasional tour(s) during the leave period, the nurse shall be deemed to have continued on unpaid leave.

(b) Exception, Absence due to Disability or Work Injury

Notwithstanding this provision, seniority shall accrue if a full-time nurse's absence is due to disability resulting in WSIB benefits or LTD benefits including the period of the disability program covered by Employment Insurance.

(c) Exception, Absence due to Pregnancy, Parental Leave

Notwithstanding paragraph (a), seniority and service will accrue and the Employer will continue to pay the premiums for benefit plans for full-time nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave under Article 13.07 and for a period of up to thirty-five (35) weeks while a nurse is on parental leave under Article 13.08. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to fifty-two (52) weeks while such nurse is on parental leave under Article 13.08.

(d) Part-time Accrual of Service on Pregnancy or Parental Leave

Where a part-time nurse is absent due to leave under Article 13.07 or 13.08, such nurse shall be credited with service and seniority in accordance with Article 12.04(c) for each week of absence during such leave on the basis of the average weekly hours worked by such nurse in the twenty week period as used by EI immediately preceding the commencement of such leave.



- (e) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code and the *Employment Standards Act*.
- (f) Seniority for part-time nurses shall accrue for absences due to a disability resulting in WSIB benefits, or illness or injury in excess of thirty (30) consecutive calendar days. The rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the nurse is not absent due to vacation, pregnancy-parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

#### 12.05 Deemed Termination

A nurse shall lose all service and seniority and shall be deemed to have been terminated if the nurse:

- (a) leaves of the nurse's own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for twenty-four calendar months;
- (d) refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate patient care, unless a satisfactory reason is given to the Employer;
- (e) is absent from scheduled work for a period of three or more consecutive working days without notifying the Employer of such absence and providing a satisfactory reason to the Employer;
- (f) fails to return to work (subject to the provisions of 12.05(e)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (g) fails upon being notified of a recall to signify the nurse's intention to return within twenty calendar days after the nurse has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within thirty calendar days after the nurse has received the notice of recall or such further period of time as may be agreed upon by the parties.
- (h) has not worked a shift in thirteen (13) consecutive months, unless on an approved leave of absence for that period.

- 12.06 (a) Where a permanent vacancy occurs in a full-time or regular part-time classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted for a period of seven consecutive calendar days. Nurses may make written application for such vacancy within the seven day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven consecutive calendar days.

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

A list of vacancies filled in the preceding month under Article 12.07 (a) and (b), and the names of the successful applicants, will be posted, with a copy provided to the Union. The Union will also be advised of any posted positions that have been rescinded by the Employer in the preceding month. Unsuccessful applicants will be notified, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate. The ONA Bargaining Unit President will receive a copy of this notification.

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

- (c) Job Posting

Nurses shall be selected for positions under either Article 12.06 (a) or (b) on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where seniority governs, the most senior applicant, regardless of her or his ONA bargaining unit, will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that the nurse cannot satisfactorily perform the job to which the nurse was promoted or transferred, the Employer will attempt, during the first sixty (60) tours (450 hours for nurses whose regular hours of work are other than the standard work day) worked from the date on which the nurse was first assigned to the vacancy, to return the nurse to the nurse's former job, and the filling of the subsequent vacancies will likewise be reversed. If the nurse requests, the Employer will give due consideration to returning the nurse to the nurse's former position, provided that the former position has not been filled or eliminated. Such request shall not be unreasonably denied. Notwithstanding the level of entry to practice (baccalaureate degree in nursing) which became effective in 2005, the Employer will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

- (d) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) may be filled at the discretion of the Employer. In filling such vacancies consideration shall be given to regular part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question. If the temporary vacancy is not filled by a regular part-time nurse, consideration will be given to casual part-time nurses in the bargaining unit on the basis of seniority who are qualified to

perform the work in question, prior to utilizing non-bargaining unit nurses supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time nurses fill temporary full-time vacancies, such nurses shall be considered regular part-time and shall be covered by the terms of the part-time collective agreement. Upon completion of the temporary vacancy, such nurse shall be reinstated to her or his former position unless the position has been discontinued, in which case the nurse shall be given a comparable job. Where the parties agree, full-time nurses may be considered for temporary full-time vacancies on the same basis as regular part-time nurses. A list of all vacancies expected to be sixty (60) days or more that were filled in the preceding month under this provision, including the names of the nurses selected and the anticipated duration of the vacancy, shall be provided to the Union.

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

Absent exceptional circumstances, the hospital will endeavour to move nurses who have been selected for positions within forty-five (45) days of their selection to the positions.

- (f) Where a vacant position under this provision is not filled by the job posting process, a nurse subject to layoff or recall, who is not qualified for the position, will be provided with necessary training of up to 12 weeks to enable the nurse to become qualified for the vacant position. In determining the position for which training will be provided the Employer shall consider the nurse's stated preference for position.
- (g) A nurse selected as a result of a posted vacancy, a Request for Transfer, or as a result of qualifying training, need not be considered for a further permanent vacancy for a period of up to six months from the date of the nurse's selection. This does not apply to nurses applying for vacancies or requesting a transfer to full-time or regular part-time positions posted in accordance with Article 12.06 that are at their site, or nurses who posted or transferred as a result of a layoff.
- (h) Notwithstanding any other provision of this agreement, no nurse shall be transferred to another location without the nurse's written consent. However, where nurses are reassigned to meet patient care needs at the Employer they will be reassigned to units or areas where they are qualified to perform the available work.

## 12.07

### Layoff

- (a) A "Layoff" shall include a reduction in a nurse's hours of work and cancellation of all or part of a nurse's scheduled shift.

Cancellation of a single or partial shift will be on the basis of seniority of the nurses on the unit on the shift.

A partial or single shift reassignment of a nurse from his or her area of assignment will not be considered a layoff. The manner in which reassignments shall be made will be based on reverse seniority.

- (b) A "short term layoff" shall mean
  - i) a layoff resulting from a planned temporary closure of any part of the employer's facilities during all or part of the months of July and August (a summer shutdown) or during the period between December 15<sup>th</sup> and January 15<sup>th</sup> inclusive (a Christmas shutdown); or
  - ii) a layoff resulting from a planned temporary closure, not anticipated to exceed six months in length, of any part of the employer's facilities for the purpose of construction or renovation; or
  - iii) any other temporary layoff which is not anticipated to exceed three months in length.
- (c) A "long term layoff" shall mean any layoff which is not a short term layoff.
- (d) Prior to implementing a short-term layoff on a unit, nurses will first be offered, in order of seniority, the opportunity to take vacation day(s), utilize any compensating/lieu time credits or to take unpaid leaves in order to minimize the impact of a short-term layoff
- (e) A layoff of nurses shall be made on the basis of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be first laid off.
 

Nurses shall be recalled in the order of seniority, unless otherwise agreed between the Employer and the local Union, provided that the nurse is qualified to perform the available work.
- (f) Where a vacancy occurs in a position following a layoff hereunder as a result of which a nurse had been transferred to another position, the affected nurse will be offered the opportunity to return to the nurse's former position providing such vacancy occurs within six months of the date of layoff. Where the nurse returns to the nurse's former position, there shall be no obligation to consider the vacancy under Article 12.06. Where the nurse refuses the opportunity to return to the nurse's former position, the nurse shall advise the Employer in writing.
- (g) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.
- (h) All regular part-time and full-time nurses represented by the Union who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new nurse is hired into either category.
- (i) For the purposes of this article, "qualified" is deemed to include location.

(j) Notice Short term Layoff

In the event of a proposed short term layoff at the Employer or a bed cut-back or a cut-back in service which will result in displacement of staff, the Employer will provide the local Union with reasonable notice. If requested, the Employer will meet with the local Union to review the reasons and expected duration of the bed cut-back or cut-back in service, realignments of service or staff and its effect on nurses in the bargaining unit.

12.08 Layoff - Long-term or Permanent

In the event of a proposed layoff at the Employer of a permanent or long-term nature, the Employer will:

- (a)
  - i) provide the Union with no less than five (5) months written notice of the proposed layoff or elimination of position; and
  - ii) provide to the affected employee(s), if any, no less than four (4) months written notice of layoff, or pay in lieu thereof, and
  - iii) where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.
- (b) The Employer shall meet with the local Union to review the following:
  - i) the reasons causing the layoff;
  - ii) the service which the Employer will undertake after the layoff;
  - iii) the method of implementation including the areas of cut-back and the nurses to be laid off.
- (c) Any agreement between the Employer and the Local Union resulting from the review above concerning the method of implementation of a short or long term layoff will take precedence over the terms of this Article. Notice of layoff shall be in accordance with the provisions of the *Employment Standards Act*.
- (d) For the purposes of this Article, "qualified" is deemed to include location.

12.09 Layoff – Process and Options

- (a) In the event of a layoff, nurses shall be laid off in the reverse order of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be first laid off.
- (b) Nurses shall have the following entitlements in the event of a layoff; Prior to implementing a short-term layoff on a unit, nurses will first be offered, in order of seniority, the opportunity to take vacation day(s), utilize any compensating/lieu time credits or to take unpaid leaves in order to minimize the impact of a short-term layoff.

- i) A nurse who has been notified of a short-term layoff may:
  - (A) Accept the layoff; or
  - (B) Opt to retire if eligible under the terms of the Employer's pension plan as outlined in Article 19.04; or
  - (C) Elect to transfer to a vacant position, provided she or he is qualified to perform the available work; or
  - (D) Displace the least senior nurse in the bargaining unit whose work she or he is qualified to perform.
  
- ii) A nurse who has been notified of a long-term layoff may:
  - (A) Accept the layoff; or
  - (B) Opt to retire if eligible under the terms of the Employer's pension plan as outlined in Article 19.04; or
  - (C) Elect to transfer to a vacant position provided that she or he is qualified to perform the available work; or
  - (D) Displace another nurse in any classification who has lesser bargaining unit seniority and who is the least senior nurse on a unit or area whose work the nurse subject to layoff is qualified to perform.
  
- iii) In all cases of layoff:
  - (A) Any agreement between the Employer and the Union concerning the method of implementation of a layoff shall take precedence over the terms of this article. While an individual nurse is entitled to Union representation, the unavailability of a representative of the Union shall not delay any meeting regarding layoffs or staff reductions.
  - (B) Where a vacancy occurs in a position following a layoff hereunder as a result of which a nurse has been transferred to another position, the affected nurse will be offered the opportunity to return to her or his former position providing such vacancy occurs within six (6) months of the date of layoff. Where the nurse returns to her or his former position there shall be no obligation to consider the vacancy under Article 12.06. Where the nurse refuses the opportunity to return to her or his former position the nurse shall advise the Employer in writing.
  - (C) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.
  - (D) All regular part-time and full-time nurses represented by the Union who are on layoff will be given a job opportunity

in the full-time and regular part-time categories before any new nurse is hired into either category.

- (E) Full-time and part-time layoff and recall rights shall be separate.
  - (F) Casual part-time nurses shall not be utilized while full-time or regular part-time nurses remain on layoff, unless the provisions of Article 12.10 have been complied with or unless the matter is covered by local scheduling.
  - (G) No new nurses shall be hired until all those nurses who retain the right to be recalled have been given an opportunity to return to work.
  - (H) In this Article (12.09), a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.
  - (I) The option to "accept a layoff" as provided in this Article includes the right of an employee to absent her or himself from the workplace.
- (c)
    - i) Where there are vacant positions available under Article 12, but the nurse is not qualified to perform the available work, and if such nurse is not able to displace another nurse under Article 12, the nurse will be provided with the necessary training up to sixteen (16) weeks' training to enable the nurse to become qualified for one of the vacant positions. In determining the position for which training will be provided the Employer shall take account of the nurse's stated preference.
    - ii) When nurses would otherwise be recalled pursuant to Article 12 but none of the nurses on the recall list are qualified to perform the available work the Employer will provide necessary training up to sixteen (16) weeks to nurses, in order of seniority, to enable them to become qualified to perform the available work.
    - iii) Where a nurse receives training under this provision, she or he need not be considered for any further vacancies for a period of six (6) months from the date she or he is placed in the position.

## 12.10

### Recall from Layoff

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

- (a) Full-time and regular part-time nurses on layoff may notify the Employer of their interest in accepting occasional vacancies and/or temporary vacancies which may arise and for which they are qualified. Such notification of interest shall state any restrictions on the type of assignment which a nurse is willing to accept, and shall remain valid for six weeks. However if a nurse declines an occasional or temporary

vacancy the Employer shall not be obliged to call upon the nurse again during the balance of such six-week period.

- (b) For the purpose of this article, an “occasional vacancy” shall mean an assignment which is anticipated not to exceed five shifts (37.5 hours). Occasional vacancies shall be offered first to regular part-time nurses on layoff who have expressed interest, and if no such part-time nurse accepts then to full-time nurses on layoff who have expressed interest, and if no such full-time nurse accepts then to casual part-time nurses.
- (c) For the purpose of this article, a “temporary vacancy” shall mean an assignment which is anticipated to exceed five shifts (37.5 hours). Temporary vacancies which arise in the full-time bargaining unit shall be offered by seniority first to full-time nurses on layoff who have expressed interest, and if no such full-time nurse accepts then by seniority to regular part-time nurses on layoff who have expressed interest, and if no such part-time nurse accepts then to casual part-time nurses. Temporary vacancies which arise in the part-time unit shall be offered by seniority first to regular part-time nurses on layoff who have expressed interest, and if no such part-time nurse accepts then by seniority to full-time nurses on layoff who have expressed interest, and no such full-time nurse accepts then to casual part-time nurses.
- (d) A nurse to whom an occasional or temporary vacancy is offered may accept or decline such vacancy and in either case shall maintain her or his position on the recall list.

The acceptance of a temporary vacancy that is anticipated to exceed sixty (60) calendar days shall be considered a recall from layoff for purposes of Article 12.06(c). No new notice of layoff will be required and the nurse will be deemed to be laid off at the conclusion of the temporary vacancy.

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

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

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

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



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

- (e) For the purposes of this article, "qualified" is deemed to include location.

## 12.11

### Transfer out of Bargaining Unit

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

A nurse who is transferred to a position outside of the bargaining unit for a period of more than three months but not more than one (1) year shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.

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

- (b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Employer agrees that it will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the Union of the names of any nurses performing the duties of positions outside of the bargaining unit pursuant to Articles 12.11 and/or 21.04 (b), the date the assignment commenced, the area of assignment and the duration of such assignments.
- (e) A nurse who accepts a transfer under 12.11 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

## 12.12

### Bargaining Unit Work

- (a) Supervisory Nurses

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

Nurses will be assigned duties and responsibilities in accordance with the *Regulated Health Professions Act* and other applicable statutes and regulations thereto. The Employer will not assign such duties and responsibilities to employees not covered by this agreement unless those duties and responsibilities are appropriate to the position occupied by the person to whom the duties and responsibilities are being assigned and are consistent with quality patient care.

Unless otherwise agreed by the Union and the Employer work performed by Full time nurses will not be assigned to PT nurses for the purposes of eliminating full-time positions.

(b) Contracting Out

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

(c) The Employer will make ongoing best efforts to hire permanent RN staff to reduce any use of agency nurses. The Employer will provide the Union, on request, with satisfactory reporting respecting the use of agency nurses and the percentage that use represent of total bargaining unit hours worked (RN). The Union may, at its expense arrange for an audit of the information provided and the employer will cooperate in that audit process.

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

For the purposes of this Article, the parties agree that 'integrate', 'integration' and 'health service provider' have the same meaning as defined by the *Local Health System Integration Act*. Throughout this agreement, the words rationalization, consolidation or integration may be used interchangeably.

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

- (a) the Employer shall notify affected nurses and the Union as soon as a formal decision to rationalize or integrate is taken;
- (b) the Employer shall provide the Union with pertinent financial and staffing information and a copy of any reorganization plans which impact on the bargaining unit relating to the rationalization or integration of services.

- (c) the Employer and the Union shall begin discussions concerning the specifics of the rationalization or integration forthwith after a decision to rationalize or integrate is taken;
- (d) as soon as possible in the course of developing a plan for the implementation of the rationalization or integration, the Employer shall notify affected nurses and the Union of the projected staffing needs, and their location, which are anticipated to result; notice to affected nurses and the Union shall include the estimated number and types of positions anticipated to be available, and their location, as the result of the rationalization or integration.
- (e) if services in the Employer are to be reduced, transferred or eliminated as the result of rationalization or integration, or if the employment of nurses is otherwise to be affected, the Employer shall prepare a list of the affected nurses in order of seniority by jobs for which it considers such nurses are eligible. This list will be updated to reflect any changes due to employees leaving or entering the unit;
- (f) if a rationalization or integration is anticipated to result in a loss of employment for nurses at another service provider by reason of the establishment of a new unit or the enlargement or extension of services at the Employer:
  - i) in the period before an integration or rationalization takes place, where a permanent vacancy occurs and has not been filled after Article 12.06 has been complied with, the vacancy shall be filled by the senior qualified employee of the other service provider who wishes to make an early transfer. A nurse taking such a position shall be treated as a transferring employee and not as a new hire;
  - ii) when the integration or rationalization takes place, and when nurses formerly employed by the other service provider or providers involved are transferred to the Employer, such nurses shall maintain their seniority dates and shall be placed on seniority lists at the Employer accordingly. Thereafter they shall exercise seniority rights in accordance with this agreement. Following implementation of the rationalization or integration, no nurse who has been transferred to the Employer shall suffer a reduction in wages. If the wage grid in effect at the Employer does not correspond to the grid in effect at the service provider at which such nurses were formerly employed, nurses whose wages were not identical to a wage step on the Employer's grid shall be moved to the next higher step. Where the transferring nurse's salary exceeds the range maximum, the nurse's salary will be maintained;

## 12.14

Human Resource Plans, Retirement and Separation Allowances

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

- (b) Before issuing notice of long-term layoff pursuant to Article 12.08(a)(ii), and following notice pursuant to Article 12.08(a)(i), the Employer will make offers of retirement allowance in accordance with the following conditions:
- i) The Employer will first make offers in order of seniority on the unit(s) and within the classification where layoffs would otherwise occur.
  - ii) The Employer will make offers to nurses eligible for retirement under the Employer pension plan (including regular part-time, if applicable, whether or not they participate in the Employer pension plan).
  - iii) The number of retirements the Employer approves will not exceed the number of nurses who would otherwise be laid off.

A nurse who elects a retirement option shall receive, following completion of the last day of work, a retirement allowance of one (1) week's salary for each year of service, to a maximum ceiling of thirty-five (35) weeks' salary.

- iv) If a nurse(s) on the unit referred to in paragraph (i) does not accept the offer, the Employer will then extend the offer, in order of seniority, to eligible nurses in the same classification in the unit where a nurse who has been notified of a long-term lay-off elects to displace in accordance with Article 12.09 (b) ii) (D) and one subsequent displacement. The Employer is not required to offer retirement allowances in accordance with this provision on any subsequent displacements i.e., the offer shall follow the displaced nurse, to a maximum of two displacements.

NOTE: For the purposes of this provision, Charge Nurse and Team Lead shall be considered as within the same classification as a "General Duty RN", or any other classification agreed by the parties.

- (c) Where a nurse has received individual notice of long-term layoff under Article ~~10.08~~ 12.08 such nurse may resign and receive a separation allowance as follows:
- i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long-term layoff, she or he shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.
  - ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long-term layoff, she or he shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be

reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

12.15 Labour Adjustment Service Provider

The Employer and the Union will utilize the services of such labour adjustment service provider as the local parties may agree upon for purposes of counselling, adjustment, training and development services.

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

NOTE 2: The seniority list referred to in Article 12.02 shall include any other information that is currently provided to the Union.

**ARTICLE 13 - LEAVES OF ABSENCE**

13.01 Personal Leave

Written requests for a personal leave of absence without pay will be considered on an individual basis by the Assistant Executive Director, Patient care or designate. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen days; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

13.02 Medical Leave

A nurse shall be entitled to utilize short-term disability leave to attend a personal medical, dental appointment or treatment at an out-of-town facility in accordance with Policy #9-80.

13.03 Leave for Union Business

(a) The Employer agrees to grant leaves of absence, without pay, to nurses selected by the Union to attend Union business including but not limited to conferences, conventions and Provincial Committee meetings and to any nurse elected to the position of Local Coordinator. The cumulative total leave of absence, the amount of notice, the number of nurses that may be absent at any time and from one area and the number of days (including those of the Local Coordinator) is set out in (b) below. During such leave of absence, a nurse's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer and the local Union agrees to reimburse the Employer in the amount of the daily rate of the full-time nurse or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time nurse except for Provincial Committee meetings which will be reimbursed by the Union. The Employer will bill the local Union within a reasonable period of time. Part-time nurses will receive seniority credit for all leaves granted under this Article.

(b) Leaves of absence for Union business will be granted, up to an accumulated total for all staff of sixty (60) days during the calendar year.

(c) Local Coordinator Leave

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

(d) ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 12.04, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Hospital of her or his intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

13.04 Leave, Board of Directors

A nurse, who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as the nurse may require to fulfil the duties of the position. Reasonable notice - sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence. Notwithstanding Article 12.04, there shall be no loss of seniority or service for a full-time nurse during such leave of absence. There shall be no loss of seniority or service for a part-time nurse during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in Article 13.02 above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and 19% of salary in lieu of applicable benefits.

13.05 Leave, President, ONA

Upon application in writing by the Union on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association. Notwithstanding Article 12.04, there shall be no loss of service or seniority for a full-time nurse during such leave of absence. There shall be no loss of service or seniority for a part-time nurse during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Employer of the nurse's intention to return to work at least two weeks prior to the date of such return.

## 13.06

Bereavement Leave

- (a) A nurse who notifies the Employer as soon as possible following a bereavement shall be granted three (3) consecutive working days off (four (4) consecutive working days off effective April 1, 2013) without loss of regular pay for scheduled hours, in conjunction with the day of the funeral of a member of her or his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or grandparent of spouse. "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. "Immediate family" and "In-laws" as set out above shall include the relatives of "spouses" as defined herein. Where a nurse does not qualify under the above-noted conditions, the Employer may nonetheless grant a paid bereavement leave. The Employer, in its discretion, may extend such leave with or without pay.

A nurse shall be granted one (1) day bereavement leave without loss of regular pay for scheduled hours to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew.

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

- (b) Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding three (3) days in total in order to accommodate religious and cultural diversity (effective April 1, 2013 not exceeding four (4) days in total).

In addition, the nurse shall be granted a total of two (2) days special leave with pay for the purpose of travel related to the same bereavement, if such travel is required.

## 13.07

Jury & Witness Duty

- (a) If a full-time or regular part-time nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law in connection with a case arising from the nurse's duties at the Hospital, or is required to attend a coroner's inquest in connection with a case arising from the nurse's duties at the Hospital, or is required by subpoena to appear as a witness before the College of Nurses of Ontario, the nurse shall not lose regular pay because of such attendance and shall not be required to work the night shift prior to, or on the day of such duty provided that the nurse:
- i) notifies the Employer immediately on the nurse's notification that the nurse will be required to attend court;
  - ii) present proof of service requiring the nurse's attendance;

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

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

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

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

### 13.08

#### Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. A nurse who is eligible for a pregnancy leave may extend the leave for a period of up to twelve months' duration, inclusive of any parental leave.
- (b) The nurse shall give written notification at least one month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm the nurse's intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four weeks in advance thereof. The nurse shall be reinstated to the nurse's former position unless the position has been discontinued in which case the nurse shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing the nurse's 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 12.01 (a) to a maximum of thirty tours (225 hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) The Employer may request a nurse to commence pregnancy leave at such time as the duties of the nurse's position cannot reasonably be performed by a pregnant woman or the performance or non-performance of the nurse's work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 and 20 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between 93% of the nurse's regular weekly earnings and the sum of the nurse's weekly Employment Insurance benefits and any other earnings. Bi-weekly payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that the nurse is in receipt of Employment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen weeks. The nurse's regular weekly earnings shall be determined by multiplying the nurse's regular hourly rate on the nurse's last day worked prior to the commencement of the leave times the nurse's normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (26 weeks).

The employee does not have any vested right except to receive payments for the covered employment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

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

### 13.09

#### Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended by this provision.
- (b) A nurse who has taken a pregnancy leave under Article 13.07 is eligible to be granted a parental leave of up to eighteen weeks duration, in accordance with the *Employment Standards Act*. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may

extend the parental leave for a period of up to twelve months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (c) The nurse shall be reinstated to the nurse's former position, unless the nurse's former position has been discontinued, in which case the nurse shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing the nurse's 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 12.01(a) to a maximum of thirty tours (225 hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) On confirmation by the Employer Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 18 and 20 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four (84%) percent of the nurse's regular weekly earnings and the sum of the nurse's weekly Employment Insurance benefits and any other earnings. Bi-weekly payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the nurse's Unemployment Insurance cheque stub as proof that the nurse is in receipt of Employment Insurance parental benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of twelve (12) weeks. The nurse's regular weekly earnings shall be determined by multiplying the nurse's regular hourly rate on the nurse's last day worked prior to the commencement of the leave time the nurse's normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (26 weeks).

The employee does not have any vested right except to receive payments for the covered employment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

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

### 13.10 Family Medical Leave

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

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

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

### 13.11 Education Leave

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

- (a) Leaves of absence, without pay, for the purposes of furthering professional nursing career development may be granted on written application by the nurse to the Executive Director of Patient Care, Supervisor or designate. Requests for such leave will not be unreasonably denied.
- (b) A full-time or regular part-time nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of taking any examinations require in any recognized course in which nurses are enrolled to enhance their nursing qualifications.

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

- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars to further professional nursing career development may be granted at the discretion of the Employer upon written application by the nurse to the Executive Director of Patient Care, Supervisor of designate.
- (d) Regular part-time nurses will be credited with seniority and service for all such hours paid for writing examinations, attending courses, workshops or seminars to further career development as provided above.

13.12 Leave for College of Nurses

Professional leave with pay will be granted to full-time and regular part-time nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

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

13.13 Military Leave

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

13.14 Prepaid Leave Plan

There shall be a prepaid leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The plan is available to full-time and regular part-time nurses wishing to spread four years' salary over a five year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one year leave of absence following the four years of salary deferral.
- (b) The nurse must make written application to the Assistant Executive Director, Patient Care at least six months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of nurses that may be absent at any one time shall be three, with no more than one from each location. The year for purposes of the program shall be 1 September of one year to 31 August the following year, or such other twelve month period as may be agreed upon by the nurse, the local Union and the Employer.
- (d) Written applications will be reviewed by the Assistant Executive Director, Patient Care or designate. Leave requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to the nurse until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.

- (h) All benefits shall be kept whole during the four years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which the nurse is participating. Contributions to the Hospital of Ontario Pension Plan will be in accordance with the Plan. The nurses will not be eligible to participate in the disability income plan during the year of the leave.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three months' notice is given the Assistant Executive Director, Patient Care. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the nurse within a reasonable period of time.
- (l) The nurse will be reinstated to the nurse's former position unless the position has been discontinued, in which case the nurse shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
  - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 13.11 of the Collective Agreement
  - ii) The period of salary deferral and the leave period for which the leave is requested
  - iii) The manner in which the deferred salary is to be held.

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

### 13.15 Employment Leave

After six continuous months of employment, nurses may be granted ten working days of leave without pay each calendar year.

- (a) The Employer will use its discretion, whether a nurse can leave at the nurse's requested date or at a time more suitable to the needs of the Employer. This leave will be determined by staff requirements as other nurses may be on holiday or on sick leave.
- (b) This leave must be taken between 1 September and 30 April wherever possible and is not to be included with annual vacation.
- (c) All nurses requesting an employment leave must complete the request for leave of absence form a minimum of thirty days prior to their desired leave.
- (d) This leave is intended to give nurses a break from their employment and therefore must be taken in its entirety.

13.16 Family Leave Responsibilities

- (a) For the purpose of this clause, family is defined as spouse, the employee's or spouse's dependent children, parents (including step-parents), any relative permanently residing in the employee's household or with whom the employee permanently resides, or any other person for whom the employee has care-giving responsibilities.
- (b) Subject to the exigencies of patient care and safety, a nurse may request the use of lieu time to provide for the immediate and temporary care of a sick family member, or to attend a medical or dental appointment of the employee's family. Such lieu time request will not be unreasonably denied.

13.17 Cultural Leave

The parties acknowledge the importance of leave for cultural purposes, and will endeavour to provide flexible work schedules to accommodate the employee's time off requests.

13.18 Secondments

- (a) A nurse who is seconded from the Employer to a committee/position involving the Health Sector, the Broader Public Sector, or the Ministry of Health and Long Term Care (MOHLTC) shall be granted a leave of absence without pay for a period of up to five (5) years. Notwithstanding Article 12.04 there shall be no loss of seniority or service during such leave. Subject to the agreement of the agency to which the nurse is seconded, the nurse's salary and applicable benefits shall be maintained by the Employer and the Employer shall be reimbursed for the full cost of salary and applicable benefits by the agency to which the nurse is seconded. The nurse agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return.
- (b) The Employer shall seek the Union's agreement to establish secondment arrangements. Such agreement shall not be unreasonably denied. The terms and conditions will be established by agreement of the parties.

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

Notwithstanding Article 12.12, the parties also agree that an Employer may allow a nurse from another Employer to be seconded to the Employer for a period not greater than one (1) year. It is understood that this nurse remains the employee of the sending Employer and is subject to the terms and conditions of employment of that Employer. If the seconded nurse is not covered by an ONA collective agreement, the Employer will ensure that the Union receives the equivalent of the dues remittance for all such workers.

#### **ARTICLE 14 – SICK LEAVE AND LONG-TERM DISABILITY**

14.01 (a) Short-term Sick Leave

The Employer will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1980 Hospitals of Ontario Disability Income Plan brochure. Effective January 1, 2006 new hires will be covered under the 1992 Hospitals of Ontario Disability Income Plan.

(b) Long-term Disability Plan

The Employer will pay 75% of the billed premium towards coverage of full-time eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan). The employee will pay the balance of the billed premium through payroll deduction.

(c) Sick Credit Bank

i) Sick credit banks accumulated for full-time nurses employed prior to April 1, 1991 in the Weeneebayko Area Health Authority bargaining unit, shall be continued and shall contain the unused sick leave days to the credit of the nurse;

ii) Sick credit banks accumulated for full-time nurses previously in the PIPSC bargaining unit, shall be continued and shall contain the unused sick leave days to the credit of the nurse;

iii) Sick credits shall be drawn out to supplement payment for sick leave days which would otherwise be at less than full wages, or to supplement payments from the Workplace Safety and Insurance Board for loss of wages, up to 100% of the nurse's net earnings;

iv) Nurses with sick credit banks shall be given an annual statement of the number of credits still remaining.

(d) Sick Credit Bank

The provisions for payout of sick leave credits for full-time nurses employed prior to April 1, 1991 in the Weeneebayko Area Health Authority bargaining unit are as follows:

Upon termination of employment, 50% of sick leave credits accumulated will be paid at the nurse's regular rate of pay to a maximum of 60 days subject to the following conditions:

- i) The nurse will have given sufficient notice of termination;
- ii) The nurse will not have been terminated for just cause.

The parties may agree to voluntarily cash out existing sick leave banks.

The amount of the payout shall be a cash settlement at the nurse's current salary rate for any of unused sick credits to the maximum provided under the sick leave plan in which the nurse participated in as of the date of this Agreement.

- iii) There is no payout of the sick leave bank on termination for nurses previously in the PIPSC bargaining unit as no pay out existed under that plan.

14.02 WSIB – Partial Tour

When a nurse has completed any portion of the nurse's regularly scheduled tour prior to going on sick leave benefits or Workplace Safety and Insurance Board benefits, the nurse shall be paid for the balance of the tour at the nurse's regular straight time hourly rate. This provision will not disentitle the nurse to a lieu day under Article 17.05 if the nurse otherwise qualifies.

14.03 Return to Work after Illness or WSIB

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

If the employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate. A medical certificate will include a certificate from a nurse practitioner and/or midwife in the context of the employee's pregnancy.

14.04 Any dispute which may arise concerning a nurse's entitlement to short-term or long-term benefits under HOODIP or an equivalent plan may be subject to grievance and arbitration under the provisions of this Agreement. However, the nurse is required to use the carrier's medical appeals process, if available to the nurse, to attempt to resolve disputes. The Union may file a grievance on the nurse's behalf, but the arbitration hearing of the grievance will not occur until the determination of the nurse's appeal, or within ninety (90) days of the filing of the appeal, whichever is the sooner. Any delay occasioned by the appeal will not count against the timeliness of the grievance, nor against any time limit in section 49 of the Labour Relations Act, 1995. For this reason the time limit for referring such a grievance to arbitration will be extended until the result of any appeal is known to the Union.

14.05 The Employer further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.



- 14.06 For full-time nurses whose regular hours of work are other than the standard work day, the short-term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the existing plan shall apply with the necessary changes.
- 14.07 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 14.08 A full-time nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance Board for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit the nurse would receive from Workplace Safety and Insurance Board if the nurse's claim was approved, or the benefit to which the nurse would be entitled under the short-term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the nurse provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance Board is not approved, the monies paid as an advance will be applied towards the benefits to which the nurse would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen weeks.
- 14.09 Advising Union of Absences due to LTD or Injury
- With the consent of the nurse involved, the Employer will notify the Local Union President of the names of all nurses who go off work due to a work related injury or Long-term Disability. The Employer, with the nurse's consent, will inform the Union within three days of any nurse who has been assaulted while performing her/his work.
- 14.10 (a) When it has been medically determined that an employee is unable to return to the full duties of the nurse's position due to a disability, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- (b) The Employer agrees to provide the nurse and the Local Union President with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.
- 14.11 Duty to Accommodate
- The Hospital and the Union recognize their joint duty to accommodate disabled employees in accordance with provisions of the Ontario Human Rights Code.
- 14.12 A nurse who transfers from full-time to part-time may elect to retain the nurse's accumulated sick leave credits to be utilized in subsequent full-time employment as provided under the sick leave plan in which the nurse participates.

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

14.13 Should an employee present with medical restrictions or require an accommodation without being off work in which it has been medically determined that they are unable to complete the full duties of her or his position due to disability, illness or injury, the Employer and the employee will meet as soon as possible to discuss the circumstances surrounding the employee's need for suitable work. The employee will be advised they have a right to union representation for this meeting.

14.14 Attendance Management

Days of absence arising out of a medically-established serious chronic condition, an ongoing course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the Employer or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program. Leaves covered under the *Employment Standards Act, 2000* and leaves under Article 13 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

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

**ARTICLE 15 - HOURS OF WORK**

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

Subject to Article 15.02 below:

- (a) The normal daily tour shall be 7½ consecutive hours in any 24 hour period exclusive of an unpaid ½ hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to 15 minutes duration. Should the report time extend beyond 15 minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 16.
- (b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour on the basis of 15 minutes for each half tour. The scheduling of meal periods and relief periods shall be determined by local negotiations.
- (c) The regular daily tours of duty of a nurse shall average 5 days per week over the nursing schedule determined by the Employer. Nursing schedules shall be determined by negotiation. Nurses in the bargaining unit engaged in teaching in Schools for RPNs shall work a flexible schedule, Monday to Friday, averaging 37½ hours per week over the schedule to be determined by negotiations.

- (d) Where a nurse notifies the nurse's supervisor that the nurse has been or will be unable to take the normal lunch break due to the requirement of providing patient care, such nurse shall be paid 1½ times the nurse's regular straight time hourly rate for all time worked in excess of the nurse's normal daily hours.
- (e) The Employer shall not enter into any agreement with employees under Section 17 (2) of the *Employment Standards Act, 2000* that conflicts with the Collective Agreement.

15.02

- (a) Work schedules for full-time and regular part-time nurses shall be posted four weeks in advance and shall cover a six week period. It shall be the responsibility of the nurse to consult posted work schedules. The Employer will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the nurse.

- i) Where less than forty-eight hours' notice is given personally to the nurse, time and one-half (1½) of the nurse's regular straight time hourly rate will be paid for all hours worked on the nurse's next shift worked.

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

Where a shift that attracts premium pay pursuant to this provision is otherwise a premium paid tour, she/he will be paid two (2) times her/his straight time hourly rate for all hours worked on that tour.

- ii) Where less than twenty-four (24) hours' notice is given personally to the regular part-time nurse, time and one-half (1½) of the nurse's regular straight time hourly rate will be paid for all hours worked on the nurse's next shift worked. Such changes shall not be considered a layoff.

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

Where a shift that attracts premium pay pursuant to this provision is otherwise a premium paid tour, she/he will be paid two times (2x) her/his straight time hourly rate for all hours worked on that tour.

- iii) Where a nurse is called in to work a regular shift less than two hours prior to the commencement of the shift, and arrives within one hour of the commencement, then the nurse will be paid for a full tour provided that the nurse works until the normal completion of the tour.

- iv) Casual part-time nurses whose work schedule has been pre-scheduled and whose schedule is changed with less than 24 hours notice then paragraph (ii) shall apply to casual part-time nurses.
- (b) There shall be no split tours.
- (c) Nurses shall continue to be allowed to exchange days off or tour(s) of duty. Such exchange is subject to the approval of the supervisor and such approval will not be unreasonably denied.
- (d) Head nurses will continue to be scheduled Monday to Friday day shift.
- (e) Nurses scheduled on nights or scheduled alone on any weekend shift will be paid eight hours, or twelve hours, as appropriate, for the nurse's tour.
- (f) Where a nurse makes prior arrangements for time off from a tour of duty, the nurse shall not be scheduled to work another tour that day.

## 15.03

Full-time Scheduling Regulations

The scheduling regulations in this Article are applicable to full-time nurses only, on all shift variations.

- (a) Nurses shall be entitled to receive every third weekend off free of regularly scheduled hours and on call duty. If the nurse is required to work or be on-call more than every third weekend, the nurse shall receive premium pay in accordance with Article 16.03 for every third and subsequent weekend worked until the nurse is scheduled off.
- (b) The Employer shall schedule each nurse off duty for five consecutive calendar days and will endeavour to schedule each nurse off duty for six consecutive calendar days at either Christmas or New Year's. Time off at Christmas shall include Christmas Eve Day, Christmas Day and Boxing Day; time off at New Year's shall include New Year's Eve Day and New Year's Day. Regular scheduling may be waived from 15 December to 15 January and schedules for Christmas and New Year's shall be posted by 1 November.
- (c) The Employer will endeavour, for nurses who are working in the clinic and are required to transfer to the nursing unit, to make this change after their weekend off considering patient needs as well as availability and mix of staff.

## 15.04

Part-time Scheduling Regulation

The scheduling regulations in this Article are applicable to part-time nurses only, on all shift variations.

- (a) Nurses shall be entitled to receive every third weekend off. If a nurse is required to work more than every third weekend, the nurse shall receive premium pay in accordance with Article 16.03 for every third and subsequent weekend worked until the nurse is scheduled off.

- (b) The Employer will endeavour to schedule each nurse off duty for four consecutive calendar days at either Christmas or New Year's. Time off at Christmas shall include Christmas Eve Day, Christmas Day and Boxing Day; time off at New Year's shall include New Year's Eve Day and New Year's Day. Regular scheduling may be waived from 15 December to 15 January and schedules for Christmas and New Year's shall be posted by 1 November.
- (c) Before calling casual nurses, the Employer shall equitably distribute shift work among regular part-time nurses up to the maximum number of committed shifts for that nurse considering patient needs as well as availability and mix of staff.
- (d) For those shifts in excess of (c) above, extra tours will be offered equitably to regular part-time nurses considering patient needs as well as availability and mix of staff prior to offering those extra shifts to casual nurses.
- (e) It is understood and agreed that the Employer's obligation in (c) and (d) above do not extend to shifts beyond the normal part-time hours pursuant to the definition of a regular part-time nurse.

## 15.05

7.5 Hour Shift Scheduling

The scheduling regulations in this Article are applicable to full-time and part-time nurses, scheduled for 7.5 hour shifts.

(a) All Locations

- i) There shall be a minimum of 16 hours between changes of tour. A shorter period of time may be agreed upon by mutual consent. Failure to schedule 16 hours off without mutual consent will result in premium payment in accordance with Article 16.03.
- ii) A weekend is defined as being 56 hours off during the period following the completion of the Friday evening shift until the commencement of the Monday day shift.

(b) Scheduling Regulations

- i) A nurse shall not be required to work more than seven consecutive tours. Premium pay shall be paid for each subsequent consecutive tour worked in excess of seven until one day off is given.
- ii) For full-time nurses, the Employer shall schedule at least 48 hours off following the completion of a night tour, unless mutually agreed otherwise. For part-time nurses, the Employer shall schedule at least 24 hours off following the completion of a night tour unless mutually agreed otherwise.
- iii) Full-time nurses shall not be required to work more than two different shift changes in any seven day period.
- iv) The first shift of the day shall be the night shift.

- v) Single days off will not be scheduled for full-time nurses unless necessitated by considerations of patient needs and availability and mix of staff.
- vi) Nurses currently working permanent afternoon or night shift as of the date of this award may request to continue to work those shifts and such request shall not be unreasonably denied.

#### 15.06 Scheduling Regulations - Extended Tours

The scheduling regulations in this Article are applicable to full-time and part-time nurses, working extended tours.

##### (a) Introduction

Extended tours shall be introduced into any unit when;

- i) 60% of the nurses in the unit so indicate by secret ballot; and
- ii) the Employer agrees to implement the extended tours; such agreement shall not be withheld in an unreasonable or arbitrary manner.

##### (b) Discontinuation

Extended tours may be discontinued in any unit when:

- i) 60% of the nurses in the unit so indicate by secret ballot; or
- ii) the Employer, because of
  - (A) adverse effects on patient care,
  - (B) inability to provide a workable staffing schedule,
  - (C) financial constraints, or
  - (D) other reasons which are neither unreasonable nor arbitrary,

states its intention in writing to the Union to discontinue the extended tours.

When written notice of discontinuation is given by either party then:

- i) the parties shall meet within two weeks of the giving of notice to review the request for discontinuation; and
- ii) where it is determined that the extended tours will be discontinued, affected nurses shall be given 60 days' notice before the schedules are so amended.

- (c) Notwithstanding the above, extended tours may be introduced by the Employer at break-up or freeze-up if notice of intention to do so is given approximately one month before the occurrence.

- (d)
  - i) The normal daily extended tour shall be 11.25 consecutive hours in any 24 hour period, exclusive of a total of 45 minutes of unpaid meal time.
  - ii) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of 45 minutes.
  - iii) Where the Union and the Employer agree to an extended daily tour that differs from the normal daily extended tour, the provisions set out in this agreement shall be adjusted accordingly and recorded.
- (e) Seven extended tours will be scheduled in a two week period. The 3.75 hours in excess of 75 hours that this provision produces is to be accounted for later in the schedule on a straight-time basis.
- (f) A nurse shall not be required to work more than three consecutive tours. Premium pay shall be paid for each subsequent tour worked in excess of three until one day is given off.
- (g) A minimum of 48 consecutive hours will be scheduled off when changing to another tour. Where the Employer schedules less than the required number of hours off, the nurse shall receive premium pay for the next scheduled shift. The forty-eight (48) hour time off when changing to another tour may be waived if agreed in writing between the nurse and the employer.
- (h) Not more than 50% of shifts over the six week schedule will be scheduled on nights unless otherwise mutually agreed.
- (i) A weekend shall be 60 consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- (j) Nurses working extended tours as of the date of this award shall not be required to change tours of duty more than once during the work week.

15.07

Two (2) Day/Two (2) Night Schedule – Extended Tour Schedule

- (a) When the Employer and the Union agree, the 2D 2N extended tour schedule may be instituted when eighty percent (80%) of the employees (full-time and regular part-time) on a particular nursing unit have so indicated by secret ballot. For employees who indicate to their Unit Manager that they do not wish to work extended tours, the Employer will endeavour to schedule these nurses on a normal extended tour shift rotation.
- (b) When less than eighty percent (80%) of the employees (full-time and regular part-time) on a particular nursing unit vote, as outlined in paragraph 1, in favour of the 2D 2N extended tour schedule by secret ballot, the Union may approach the Employer and ask them to consider the implementation of a combination 2D 2N extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular Unit.

- (c) The eighty percent (80%) figure above may be varied by mutual agreement between the parties.
- (d) The Employer shall make space available to the Union in order to permit the Union to conduct the vote referred to in paragraph 1.
- (e) At any meeting with the Employer to discuss the 2D 2N schedule, a member of the Local Executive should be in attendance.
- (f) The 2D 2N schedule may be discontinued in any unit when:
  - i) Fifty-one percent (51%) of the nurses in a unit so indicate by secret ballot;
  - or
  - ii) The Employer decides to do so because of:
    - (A) adverse effects on patient care, or
    - (B) inability to provide a workable staffing schedule, or
    - (C) financial constraints, or
    - (D) where the Employer wishes to do so for other reasons which are neither unreasonable nor arbitrary,

and states its intention to discontinue the extended tours in the schedule

- iii) When notice of discontinuance is given by either party in accordance with number (ii) above, then:
  - (A) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuance; and
  - (B) where it is determined that the DD/NN extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended;
- iv) It will be the expectation that the local association will inform their members of the results of the secret ballot in a prompt and timely fashion.
- (g) The scheduling provisions contained in the collective agreement are applicable save and except for the following:
  - i) Nurses will not be required to work more than four (4) shifts in a row. If a nurse works a fifth (5<sup>th</sup>) shift, the nurse will receive premium pay. The nurse will not receive premium payment if the fifth (5<sup>th</sup>) shift is required by the nurse as an additional shift to maintain full time hours.
  - ii) Nurses will not be scheduled to work more than three (3) consecutive weekends. If a nurse works a fourth (4<sup>th</sup>) weekend or a portion of a weekend, the nurse will be paid premium as per the



Collective Agreement, for all hours worked on that weekend, unless the nurse requests to work that weekend shift to maintain full time hours and to work their required additional shift(s).

- iii) All schedules will be done on the basis that each full-time employee will be scheduled for 1950 hours per year. RN's will be paid only for hours of work within the current pay period.
- (h) Any union provisions pertaining to premium payment for both full-time and regular part-time nurses shall not apply.

#### 15.08 Waiver of Scheduling Regulations

Any of the above scheduling regulations may be waived by mutual consent of the parties.

#### 15.09 Innovative Unit Scheduling

Schedules other than those included in Article 15 may be developed in order to improve quality of working life, support continuity of patient care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules may be determined by the Employer and Union subject to the following principles:

- (a) Such schedules shall be established by mutual agreement of the Employer and the Union.
- (b) These schedules may pertain to full-time and/or part-time nurses.
- (c) The introduction of such schedules and trial periods, if any, shall be in accordance with Article 15.06(a) and (b). Such schedules may be discontinued by either party within ninety (90) days notice.
- (d) Upon written agreement of the Employer and Union, the parties may agree to amend collective agreement provisions to accommodate any innovative unit schedules.

#### 15.10 Individual Special Circumstance Arrangements

Notwithstanding Article 3.03, the Employer and the Union may agree in certain circumstances, the schedule of an individual full-time nurse may be adjusted to enable an average weekly work assignment of 30 to 37.5 hours.

- (a) Such an arrangement shall be established by mutual agreement of the Employer and the Union and the nurse affected. The parties agree that the arrangement applies to an individual, not to a position.
- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Employer and the Union. The nurse will retain full-time status, including but not limited to seniority and service.

The parties agree that for pension purposes, there will be no reduction in the normal 37.5 hours per week pension contributions made by a nurse

and/or the Employer under this provision, nor shall there be proration of Extended Health Care, Semi-Private or Dental Benefits.

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

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

## **ARTICLE 16 - PREMIUM PAYMENT**

- 16.01 (a) Applies to full-time nurses only

If a nurse is authorized to work in excess of the hours referred to in Article 15.01 (a) or (c), he or she shall receive overtime premium of one and one-half (1½) times her or his regular straight time hourly rate. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her or his normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 15.01 (a) and (c) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. For purpose of clarity, a nurse who is required to work on her or his scheduled day off shall receive overtime premium of one and one-half (1½) times her or his regular straight time hourly rate except on a paid holiday the nurse shall receive two (2) times her or his straight time hourly rate. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

- (b) (Article 16.01(b) applies to part-time nurses only.)

If a part-time nurse is authorized to work in excess of the hours referred to in Article 15.01 (a), the nurse shall receive overtime premium of one and one-half (1½) times the nurse's regular straight time hourly rate. A part-time nurse (including casual nurses but not including part-time nurses who are filling temporary full-time vacancies) who works in excess of seventy-five (75) hours in a two (2) week period shall receive time and one-half (1½) the nurse's regular straight time hourly rate for all hours worked in excess of seventy-five (75). A part-time nurse who is filling a temporary full-time vacancy shall receive time and one-half (1½) the nurse's regular straight time hourly rate for all hours worked in excess of an average of 37½ hours per week over the full-time nursing schedule determined by the Hospital. Such averaging will commence at the conclusion of the two week period following the nurse's transfer to the temporary full-time position and will end at the conclusion of the two week period prior to the nurse's return to the nurse's former position. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse

is engaged in reporting functions at the end of the nurse's normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 15.01 (a) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. The Hospital agrees that if the Collective Agreement provided a greater premium for overtime work immediately prior to this Agreement, the Hospital will continue to pay such greater overtime premium. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

- (c) If overtime is required, the Employer shall offer the overtime hours at the employer site by seniority to full-time then part-time prior to offering overtime to casual nurses.

16.02 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a 24 hour period either as a result of change in tour on the request of a nurse or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two nurses.

16.03 Work scheduled by the Employer to which a premium is attached under scheduling regulations contained in the Collective Agreement shall be paid at 1½ times the nurse's regular straight time hourly rate or as otherwise provided.

16.04 Where a nurse is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of 1½ times the nurse's regular straight time hourly rate as a result of 16.03 above and the nurse is required to work additional hours following the nurse's full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse) the nurse shall receive 2 times the nurse's regular straight time hourly rate for such additional hours worked. Where a nurse is called back from standby and works in excess of the hours of a normal shift on her or his unit, such nurse shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked.

16.05 A nurse who reports for work as scheduled, unless otherwise notified by the Employer, shall receive minimum of 4 hours' pay at the nurse's regular straight time hourly rate. The nurse shall be required to perform any nursing duties assigned by the Employer which the nurse is capable of doing, if the nurse's regular duties are not available.

16.06 Call-in Pay

Where a full-time or regular part-time nurse has completed the nurse's regularly scheduled tour and left the Employer, and is called in to work outside the nurse's regularly scheduled working hours, or where a nurse is called back from standby, the nurse shall receive 1½ times the nurse's regular straight time hourly rate for all hours worked with a minimum guarantee of four hours pay at 1½ times the nurse's regular straight time hourly rate except to the extent that such four hour period overlaps or extends into the nurse's regularly scheduled shift. In such a case, the nurse will receive 1½ times the nurse's regular straight time hourly rate for actual hours worked up to the commencement of the nurse's regular shift.

A nurse who is called back to work for less than four hours and who is subsequently called back within the original four hour call back period will not receive a second four-hour guarantee unless the second call extends beyond the initial four hour period, in which case the above provisions of paragraph one shall apply.

16.07

Standby Pay

- (a) Effective February 15, 2017, a nurse who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of three dollars and forty-five cents (\$3.45) per hour for the period of standby scheduled by the Employer. Where such standby duty falls on a paid holiday, as set out in Article 17, the nurse shall receive standby pay in the amount of five dollars and five cents (\$5.05) per hour. Standby pay shall, however, cease where the nurse is called in to work under Article 16.06 above and works during the period of standby.
- (b) Nurses who are on standby and provide on call advice by telephone will be paid for that telephone advice at her/his straight time hourly rate of pay with a minimum guarantee of fifteen (15) minutes. The on-call nurse who is subsequently called by telephone within the original fifteen (15) minutes will not receive a second fifteen (15) minutes guarantee unless the second telephone call extends beyond the initial fifteen (15) minute period, in which case an additional fifteen (15) minute period is paid.
- (c) The Employer agrees that standby will be distributed on an equitable basis among the qualified nurses who normally perform the work.
- (d) Where the nurse is called into work from standby to provide patient care, the Employer will not require the nurse to return to regular duties at the Employer without at least eight (8) hours of time off. Where such time off extends into the regular nurse's next regularly scheduled shift she or he will maintain her or his regular earnings for the full shift.

16.08

The regular straight time hourly rate for a full-time or part-time nurse will be the hourly rate in the wage schedule set forth in Article 20.01 (a).

16.09

Lieu Time for Overtime

Where a full-time and regular part-time nurse has worked and accumulated approved overtime hours (other than overtime hours relating to paid holidays) such nurse shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e., where the applicable rate is 1½, then time off shall be at 1½ times). Where a nurse chooses equivalent time off such time off must be taken as set out below, or payment in accordance with the former option shall be made. Nurses in the bargaining unit engaged in teaching in Schools for R.P.N.'s working overtime in excess of their average weekly hours referred to in Article 15.01(c) which have been authorized in advance by the Director of the School, shall be entitled to compensating time off in accordance with the foregoing.

Nurses will be allowed to accumulate lieu time off for overtime worked up to a maximum of one hundred and fifty (150) hours. If accumulated time is not taken,

nurses will be automatically paid at appropriate rates for all hours in excess of one hundred.

## 16.10

Shift Premium

- (a) Effective February 15, 2017, a nurse shall be paid a shift premium of two dollars and fifteen cents (\$2.15) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and fifty-five cents (\$2.55) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours. The defined hours of a night shift and an evening shift shall be a matter for local negotiation:

Evenings	1600 hours to 2400 hours
Nights	2400 hours to 0800 hours

- (b) Effective April 1, 2017, 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 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 shift and an evening shift shall be a matter for local negotiation:

Evenings	1600 hours to 2400 hours
Nights	2400 hours to 0800 hours

## 16.11

Ambulance Escort

Where a nurse is assigned to provide patient care for a patient in transit, the following provisions shall apply:

- (a) Where a nurse performs such duties during the nurse's regular shift, the nurse shall be paid the nurse's regular rate of pay.
- (b) Where a nurse performs such duties outside the nurse's regular shift or on a day off, the nurse shall be paid the appropriate overtime rate.
- (c) Where such duties extend beyond the nurse's regular shift, the Employer will not require a nurse to return to regular duties at the Employer without at least 8 hours of time off. Where such time off extends into the nurse's next regularly scheduled shift the nurse will maintain the nurse's regular earnings for that full shift.
- (d) Provided that the nurse can return to the Hospital or such other locations as agreed, without having to layover, hours spent between the time the nurse is relieved of patient care responsibilities and the time the nurse returns to the Hospital or to such other location agreed upon between the Employer and the nurse will be paid at the straight time or at appropriate overtime rates, if applicable under Article 16.01. It is understood that the nurse shall return to the Hospital or to such other location agreed upon

between the Employer and the nurse at the earliest opportunity. Prior to the nurse's departure on escort duty, or at such other time as may be mutually agreed upon between the Employer and the nurse, the Employer will establish with the nurse arrangements for return travel.

- (e) Where an employee is required to layover and is relieved of patient care duties and has no ability to return to their work location, he/she will cease being paid and will commence being paid again when she recommences patient care duties or travel in accordance with (a) or (b) above.
- (f) The nurse shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.

#### 16.12 Transportation Allowance

When a nurse is required to travel to her work location or to return to the nurse's home as a result of reporting to or off work between the hours of 2400 and 0600 hours, or at any time while on standby, the Employer will pay transportation costs either by taxi or by the nurse's own vehicle at the rate of fifty-five cents (\$.55) per kilometre as per Employer's policy. The nurse will provide the Employer satisfactory proof of payment of such taxi fare.

#### 16.13 Second Consecutive Shift Allowance

A nurse who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, and shall be provided at the time of the meal period with a hot meal or ten dollars (\$10.00) if the Employer is unable to provide the hot meal. Other nurses required to work more than 2 hours overtime on the same day they have worked a full tour shall, after the 2 hours, receive a ½ hour paid meal period and shall be provided with a hot meal or ten dollars (\$10.00) if the Employer is unable to provide the hot meal.

#### 16.14 Weekend Premium

Effective February 15, 2017, a nurse shall be paid a weekend premium of two dollars and seventy cents (\$2.70) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as the local parties may agree upon. If a nurse is receiving premium pay under Article 16.03, pursuant to a local scheduling regulation with respect to consecutive weekends worked, the nurse will not receive premium under this provision.

Effective April 1, 2017, 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 16.03, pursuant to a local scheduling regulation with respect to consecutive weekends worked, the nurse will not receive premium under this provision.

- 16.15 There shall be a minimum of 16 hours off between normal tours or 12 hours off between extended tours. A shorter period of time may be agreed upon by mutual consent. Failure to schedule the required hours off without mutual consent will result in premium payment in accordance with Article 16.03 for the following tour of duty worked.

**ARTICLE 17 - DESIGNATED HOLIDAYS**

17.01 A nurse who otherwise qualifies under Article 17.02 hereunder shall receive 12 paid holidays as follows:

New Year's Day	Family Day – 3 <sup>rd</sup> Monday in February
Good Friday	Easter Monday
Victoria Day	Canada Day – July 1
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

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

17.02 In order to qualify for pay for a holiday, a full-time nurse shall complete the nurse's full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Employer or the nurse was absent due to:

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

A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which the nurse may otherwise have been entitled unless the nurse was scheduled to work that day. A nurse receiving Workplace Safety and Insurance Board Benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the Workplace Safety and Insurance Board Benefits and the holiday pay.

17.03 Holiday pay will be computed on the basis of the full-time nurse's regular straight time hourly rate of pay times the number of hours for a normal daily tour as set out in Article 15.01(a).

17.04 Subject to Article 17.02:

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

17.05 (a) A full-time nurse required to work on any of the foregoing holidays shall be paid at the rate of 1½ the nurse's regular straight time hourly rate of

pay for all hours worked on such holiday subject to Article 17.04. In addition, the nurse will receive a lieu day off with pay in the amount of the nurse's regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 15.01(a).

- (b) If a regular or casual part-time nurse works on any of the holidays listed in Article 17.01 of this Agreement, the nurse shall be paid at the rate of 1½ the nurse's regular straight time hourly rate (as set out in the Wage Schedule) for all hours worked on such holiday, subject to the application of Article 16.04 regarding hours worked in addition to the nurse's full tour.
- (c) Full-time nurses on extended tours shall receive 12 lieu days off to consist of 7.5 hours each.

17.06 Where a full-time nurse is entitled to a lieu day under Article 17.04 or 17.05 above, such day must be taken off as set out below, or payment shall be made in accordance with Article 17.03.

A full-time nurse may accumulate lieu days and use them in conjunction with leave of absence and/or annual vacation as long as the operation of the Employer is not disrupted. Lieu days shall be scheduled by mutual agreement of the nurse and the nurse's immediate supervisor provided that the nurse may take the lieu day up to 30 days prior to the holiday. In this event, the Employer may withhold pay for the lieu day until the day of the holiday.

17.07 The Employer shall equitably distribute work on paid holidays among nurses considering patient needs as well as availability and mix of staff.

## **ARTICLE 18 – VACATIONS**

18.01 All full-time nurses shall receive vacation with pay based on length of full-time continuous service as follows:

- (a) nurses who have completed less than one (1) year of full-time continuous services as the nurse's anniversary date, shall be entitled to a vacation on the basis of 1.58 days (11.85 hours for nurses whose regular hours of work are other than the standard work day) for each completed month of service with pay in the amount of 6% of gross earnings.
- (b) nurses who have completed one (1) or more years of full-time continuous service as of the nurse's anniversary date, shall be entitled to an annual vacation of 4 weeks' vacation with 4 weeks pay (150 hours pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (c) Nurses who have completed eight (8) years of full-time continuous service as of the nurse's anniversary date shall be entitled to one (1) additional day of vacation per year, accrued year to year for a total of five (5) days, up to their twelfth (12<sup>th</sup>) year of service.
- (d) Nurses who have completed twelve (12) years of full-time continuous service as of the nurse's anniversary date, shall be entitled to an annual vacation of 5 weeks with 5 weeks pay (187.5 hours pay for nurses whose



regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.

- (e) Nurses who have completed sixteen (16) years of full-time continuous service as of the nurse's anniversary date shall be entitled to one (1) additional day of vacation per year, accrued year to year for a total of five (5) days, up to their twentieth (20<sup>th</sup>) year of service.
- (f) Nurses who have completed twenty (20) years of full-time continuous service as of the nurse's anniversary date, shall be entitled to an annual vacation of 6 weeks with 6 weeks pay (225 hours pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (g) Nurses who have completed twenty-five (25) years or more of full-time continuous service as of the nurse's anniversary date, shall be entitled to an annual vacation of seven (7) weeks' with seven (7) weeks' pay (262.5 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (h) If an employee works or receives paid leave for less than 1525 hours in the vacation year she or he will receive vacation pay based on a percentage of her or his gross salary for work performed on the following basis:
  - 2 week entitlement – 4%
  - 3 week entitlement – 6%
  - 4 week entitlement – 8%
  - 5 week entitlement – 10%
  - 6 week entitlement – 12%
  - 7 week entitlement – 14%

18.02 A nurse who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to the date of the nurse's separation, it being understood and agreed that the nurse will provide at least two weeks' notice of termination.

Notwithstanding the above, due to the remote locations, a nurse shall provide four weeks or more notice of termination.

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

18.04 (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
- (d) Where a nurse's scheduled vacation is interrupted due to a bereavement or jury and witness duty, the nurse shall be entitled to bereavement leave or jury and witness duty in accordance with Article 13.06 and 13.07.
- (e) The portion of the employee's vacation which is deemed to be bereavement leave or jury and witness duty under the above provisions will not be counted against the employee's vacation credits.

#### 18.05 Part-time Vacation Entitlement

All regular part-time nurses shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the following schedule, of their gross earnings in the preceding year. If a nurse works or receives paid leave for less than 1100 hours in the vacation year, the nurse will receive vacation pay based on a percentage of the nurse's gross salary for work performed on the following basis:

6% - 3 week entitlement for part-time nurses who have completed less than 1500 hours of continuous service

8% - 4 week entitlement for part-time nurses who have completed 1500 hours or more of continuous service

10% - 5 week entitlement for part-time nurses who have completed 13, 000 hours or more of continuous service.

12% - 6 week entitlement for part-time nurses who have completed 33,000 hours or more of continuous service

Casual part-time nurses will be paid vacation pay in accordance with the above entitlement on gross earnings or on gross salary for work performed, as applicable.

NOTE: the adjustment in Article 18.05 occurs on 1 June, 1993.

- 18.06 (a) Vacation lists shall be posted at each location on 15 December of each year. Each nurse shall indicate the nurse's preference on or before 31<sup>st</sup> of January each year. The list shall be finalized, authorized and reposted by 1<sup>st</sup> of March of the same year. In the event of conflict, seniority shall govern with respect to the initial scheduling of vacation periods.
- (b) Lieu time should not be included in vacation requests. After vacation preferences have been met the employer will consider requests for time off in lieu. It is understood lieu time cannot be combined with vacation so that the time away from the work location exceeds six (6) weeks, however where special circumstances arise, application to use additional lieu time with vacation shall be submitted in writing to the Vice President of Clinical

Services (CNE) with the rationale for extended leave. Such requests shall not be unreasonably denied.

- 18.07 Vacations may be taken at any time of the year.
- 18.08 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.
- 18.09 Weekends shall be scheduled off before or after vacation.
- 18.10 When a husband and wife work in the same institution, they may take their holiday at the same time; their period of vacation shall however be that of the spouse having the least seniority.
- 18.11 Vacation pay shall be remitted to the nurse at the same time as they pay preceding the nurse's departure on vacation, provided the nurse makes such request at least two weeks in advance.
- 18.12 Vacations must be taken in blocks of one week unless mutually agreed otherwise, which agreement shall not be unreasonably withheld.
- 18.13 A vacation request, which has been submitted by the nurse and then approved by the Employer, may not be cancelled by the Employer without the consent of the nurse.

#### **ARTICLE 19 - HEALTH AND WELFARE BENEFITS - FULL-TIME**

- 19.01 The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible full-time nurses in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:
- (a) The Employer agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the Ontario Health Insurance Plan.
  - (b) The Employer agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
  - (c) Effective February 15, 2017, the Employer agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Liberty Health Extended Health Care Benefits Plan (which is comparable to the existing Blue Cross Extended Health Care Benefits Plan) or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the nurses through payroll deductions. In addition to the standard benefits, coverage will include hearing aids (maximum \$600/person every 36 months); vision care maximum \$400 every 24 months with ability to use coverage for laser surgery; and Drug Formulary 3.

Effective April 1, 2017, the Employer agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Liberty Health Extended Health Care Benefits Plan (which is comparable to the existing Blue Cross Extended Health Care Benefits Plan) or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the nurses through payroll deductions. In addition to the standard benefits, coverage will include hearing aids (maximum \$700/person every 36 months); ~~and~~ vision care maximum \$450 every 24 months with ability to use coverage for laser surgery; and Drug Formulary 3.

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

Extended Health Care benefits includes chiropractic, massage therapy and physiotherapy coverage (maximum of \$400/insured person annually for chiropractic, massage therapy and physiotherapy for each service).

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

- (d) The Employer agrees to contribute 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under HOOGLIP or such other group life insurance plan currently in effect. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the nurse is entitled.

(e) Hospitals of Ontario Voluntary Life Insurance Plan

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

- (f) Effective February 15, 2017, the Employer agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Liberty Health Dental #9 Dental Plan (which is comparable to the Blue Cross #9 Dental Plan) or comparable coverage with another carrier; (based on the current ODA fee schedule and provide for recall oral examination to be covered once every nine (9) months (adults only); complete and partial dentures at 50/50 co-insurance to one thousand dollars (\$1,000) maximum per person annually; add Blue Cross Rider #4 (Crowns, bridgework, implants and repairs to same) at 50/50 co-insurance to two thousand (\$2,000) maximum per person annually and orthodontics 50/50 co-insurance with two thousand (\$2000) maximum per insured lifetime, providing the balance of the monthly premiums are paid by the employees through payroll deductions.

(g) Benefits Age 65 and Older

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

(h) For purposes of health and welfare benefits under Article 19.01, dependent coverage is available to the nurse, to cover the nurse's same sex partner and their dependants, in accordance with the terms and conditions of the plan.

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

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

Clarity note: 19.01(j)(i) above does not apply to employees who retire on or after April 1, 2011.

(ii) The Employer will provide to all employees who are 55-56 years of age who retire (including disability retirement) on or after April 1, 2011 and have not yet reached age 65 and who are in receipt of the Employer's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Employer the full amount of the monthly premium, in advance.

(iii) The Employer 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 Employer'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 Employer will contribute fifty percent (50%) of the billed premiums of these benefit plans.

(iv) The Employer 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 Employer, with a copy to the union, within 30 days of the date of the award to advise them of their entitlement to (i) above.

(v) 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.

(vi) The Employer will notify the Union of the benefit costs to retired nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

(k) The Employer agrees to provide part-time nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 19. It is understood and agreed that the part-time nurses who participate will assume the monthly premiums. Any part-time nurse who wishes to participate will provide payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

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

19.02 For newly hired nurses, coverage as set out in Article 19.01 shall be effective the first billing date in the month following the month in which the nurse was first employed subject to any enrolment or other requirements of the Plan. In no instance shall the first billing date for a nurse occur later than the first day of the fourth full month following the month in which the newly-hired nurse was first employed.

19.03 The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least 60 days prior to implementing a change in carrier. The Employer will provide the Union with a summary document outlining the differences, if any, between the levels of benefits by the existing and new carrier plans. When the Employer is made aware, the Employer will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.

19.04 All present nurses enrolled in the Employer's Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New nurses and nurses employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.

19.05 The Employer shall continue to pay the premiums for benefit plans under Article 14 and 19 for nurses who are on paid leave of absence or on WSIB or at any time when salary is received, or as provided under Article 12.04.

Such payment shall also continue while a nurse is on sick leave (including the Employment Insurance Period) or on Long Term Disability to a maximum of 30 months from the time absence commenced, or for retirees who are in receipt of Pension Permanent Disability Benefits to a maximum of 30 months from the time the absence commenced.

Nurses who are on layoff may continue to participate in benefits plans, at their request, provided they make arrangements for payment and provided also that the layoff does not exceed one year.

NOTE: For clarification, “retirees” includes nurses who were on sick leave, LTD or WSIB prior to receipt of pension permanent disability benefits.

- 19.06 (a) The Employer shall provide each nurse with information booklets outlining all of the current provisions in the benefits plans defined in Article 19.01 to Article 19.05 inclusive and the Sick Leave/LTD Plan defined in Article 14.
- (b) The Employer shall notify the Union of the name(s) of the carrier(s) which provide the benefits plans defined in Article 19.01 to Article 19.05 inclusive and the LTD plan defined in Article 14.

19.07 Employment Insurance Rebate

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The nurses’ share of the employer’s Employment Insurance Premium reduction will be retained by the Employer towards offsetting the cost of the benefit improvements contained in this agreement. The Employer shall indicate, annually, to the local Union how it has allocated the rebate.

19.08 Part-time Nurses Only

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

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

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

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

- 19.09 The Employer will provide an Employee Assistance Plan. Access to the plan will be by the individual member and is confidential. The Employer will provide the contact for the plan to the Union for posting on the ONA bulletin board. Plan will only provide non identifying information to the Employer for the purpose of administrating the plan.

**ARTICLE 20 - MISCELLANEOUS**

20.01 Collective Agreement and Printing

Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Union. The cost of printing the Collective Agreement will be shared equally by the Employer and the local Union.

20.02 Change of Address

It shall be the duty of each nurse to notify the Employer promptly of any change in address or any change in temporary residency. If a nurse fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such a nurse. A nurse shall notify the Employer of any change to the nurse's telephone number.

20.03 Medical Examinations and Tests

Medical examinations, re-examinations and any tests required under the Public Hospitals Act will be provided by the Employer in compliance with the Regulations. The nurse may choose the nurse's personal physician for all such examinations, except the pre-employment medical, unless the Employer has a specific objection to the physician selected.

20.04 Changes to Rules or Policies

Prior to effecting any changes in rules or policies which affect nurses covered by this Agreement, the Employer will discuss the changes with the Union and provide copies to the Union.

20.05 Bulletin Board

The Employer will provide a bulletin board at each location for the posting of notices related to Union business. Such notices must be submitted to the Administrator for approval prior to posting and the Administrator's approval shall not be unreasonably withheld.

20.06 Access to Internet for Education

The Employer will allow nurses access to designated computer(s) with Internet capabilities at each site to allow continuous education to occur in accordance with Hospital Policy 2-20.

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

20.08 The Employer will provide an area where the union president can place a filing cabinet at his/her work location. The Employer is not responsible for the security of the cabinet.

20.09 The Employer will recognize an electronic version of the ONA grievance form and an electronic version of the ONA Professional Responsibility Report Form and a process for signing by the union representative recognizing that where local employee signatures are required they will be provided manually.

**ARTICLE 21 - COMPENSATION**

21.01 (a) Salary Rates

The salary rates in effect during the term of the Agreement shall be those set forth in Appendix 3 attached to and forming part of this Agreement.



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

<b>Classification – Registered Nurse</b>		
<b>Step</b>	<b>April 1, 2016</b>	<b>April 1, 2017</b>
Start	<b>\$31.45</b>	<b>\$32.21</b>
1 Year	<b>\$31.91</b>	<b>\$32.36</b>
2 Years	<b>\$32.45</b>	<b>\$32.90</b>
3 Years	<b>\$34.04</b>	<b>\$34.52</b>
4 Years	<b>\$35.65</b>	<b>\$36.15</b>
5 Years	<b>\$37.66</b>	<b>\$38.19</b>
6 Years	<b>\$39.68</b>	<b>\$40.24</b>
7 Years	<b>\$41.72</b>	<b>\$42.30</b>
8 Years	<b>\$44.68</b>	<b>\$45.31</b>
25 Years	<b>\$45.47</b>	<b>\$46.11</b>

- (b) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

- (c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Employer's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is 9%.

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

- (d) The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and the other classifications which are covered by the Collective Agreement unless otherwise provided by the Albertyn arbitration award dated September 7, 2016.

#### 21.02 Salary Rate on Certification

A nurse in the employ of the Employer who holds a Temporary or Provisional Certificate as a registered nurse and who obtains her or his General Certificate of

Registration shall be given the salary of the Registered Nurse as provided in this Article effective the date the nurse presents proof of obtaining her/his General Certificate of Registration to the Director of Nursing or her/his designate, or to the date of last hire whichever is later.

## 21.03

Proof of Certification

- (a) A nurse is required to have a renewed Certificate of Registration on or before February 15th of each year. The Employer will obtain evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the Employer will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Employer. Such termination shall not be the subject of a grievance or arbitration.

NOTE: If there is an allegation that this clause has not been interpreted in a manner consistent with the Ontario Human Rights Code, it may be subject of a grievance or arbitration.

(b) Professional Fees

The employer will continue to reimburse employees who as of January 10, 2014 received payment of membership, annual registration or related fees to professional bodies to a maximum of seven hundred and fifty (\$750.00) dollars upon presentation of receipt of payment.

## 21.04

(a) Salary Rate on Promotion

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

- (b) i) Where the Employer temporarily assigns a Registered Staff Nurse to carry out the assigned responsibilities of a higher classification

(whether or not such classification is included in the bargaining unit) for a period of 1 full tour or more, at times when the incumbent in any such classification would otherwise be working, the nurse shall be paid a premium of \$1.40 per hour for such duty in addition to the nurse's regular salary. The Employer agrees that it will not make work assignments which will violate the purpose and intent of this provision.

Effective February 15, 2017, where the Employer temporarily assigns a Registered Staff Nurse to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period of 1 full tour or more, at times when the incumbent in any such classification would otherwise be working, the nurse shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for such duty in addition to the nurse's regular salary. The Employer agrees that it will not make work assignments which will violate the purpose and intent of this provision.

- ii) Any registered nurse in the Acting Director of Patient Care position for more than 20 consecutive days, will be paid at the rate of three dollars (\$3.00) per hour for all regular hours worked. In all other circumstances, pay will be at the rate of two dollars (\$2.00) per hour for all regular hours worked. Only one registered nurse can be appointed Acting Director of Patient Care for that period of time that the Director of Patient Care is away.
- (c) A nurse who holds a Temporary Certificate of Registration as a Registered Nurse who obtains a General Certificate of Registration shall be placed on the level in the Registered Nurse's salary grid which represents an increase in salary.
- (d) Group, Unit or Team Leader

Effective February 15, 2017, whenever an employee is assigned additional responsibility to direct, supervise or oversee work of employees within her or his classification, and/or be assigned overall responsibility for patient care on the unit, ward, site, hospital or area, for a tour of duty, the employee shall be paid a premium of two dollars (\$2.00) per hour.

## 21.05

### Previous Clinical Experience

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. The nurse shall co-operate with the Employer by providing verification of previous experience so that the nurse's related clinical experience may be determined and evaluated during the nurse's probationary period. Having established the related clinical experience, the Employer will credit a new nurse with 1 annual service increment for each year of experience up to a maximum of the salary grid.

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

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

21.06 Salary Advancement

- (a) Each full-time nurse will be advanced from the nurse's present level to the next level set out in the Salary Schedule, 12 months after the nurse was last advanced on the nurse's service review date. If a nurse's absence without pay from the Employer exceeds 30 continuous calendar days during each 12 month period, the nurse's service review date will be extended by the length of such absence in excess of 30 continuous calendar days.
- (b) Each part-time nurse will be advanced from the nurse's present level to the next level set out in the salary schedule after 1500 hours worked at the present level, in accordance with the provisions of Article 12.03

21.07 Salary Rate on Change in Status

A part-time nurse whose status is altered to full-time will assume the nurse's same level on the full-time grid. A full-time nurse whose status is altered to part-time will assume the nurse's same level on the part-time grid. In addition, a nurse who is so transferred will be given credit for service accumulated since the date of the nurse's last advancement.

21.08 New Classifications

- (a) When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. The Employer will also provide the Union with any available information on the job posting, job profile and salary scale of the classification. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 3 of the Grievance Procedure within 7 calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 7, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Employer and duties and responsibilities involved.

Any change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

(b) Special Classification

If a nurse becomes disabled with the result that the nurse is unable to carry out the regular functions of the nurse's position, the Employer may establish a special classification and salary with the hope of providing an opportunity for continued employment.

21.09 Education Allowance

- (a) In addition to the employee's salary, a full-time employee shall receive the following monthly education allowances:

CHA/CNA Nursing Unit Extension or 6 month Post Graduate Course	\$15.00/month
1 year University Diploma	\$40.00/month
Baccalaureate Degree	\$80.00/month
Masters Degree	\$120.00/month

- (b) Part-time employees shall receive the above amounts on a pro-rata hourly basis. Any increase in the education Allowance to part-time nurses shall be effective 26 September, 1996.
- (c) Nurses employed prior to January 10, 2014 with a higher entitlement to education allowance shall maintain their prior allowance.
- (d) Notwithstanding the foregoing payment for a 6 months post graduate course, Baccalaureate Degree, or a one year University Diploma will not be payable to employees hired on or after April 1, 2017.

21.10 Northern Allowance

- (a) Full-time nurses will be paid an annual northern allowance as set out below:

Moosonee	\$5,000.00
Moose Factory	\$5,200.00
Fort Albany	\$5,382.00
Attawapiskat	\$5,500.00

- (b) Part-time nurses shall receive the above amounts on a pro-rata hourly basis.

NOTE: Employees employed as of January 10, 2014 with dependant coverage shall maintain dependant coverage fixed at the rates in effect as of that date for that employee.

21.11 Residence Rates at Attawapiskat, Fort Albany, Moose Factory and Moosonee

Effective January 1, 2010, the Employer will provide housing at no cost to bargaining unit members who are working in and/or out of the Employer's sites in Fort Albany and Attawapiskat. Housing pursuant to this Article will be provided for and administered in the same manner as is the current practice in Fort Albany and Attawapiskat, subject to the fact that there will be no rent paid for this housing by the affected bargaining unit members.

The residence rates at Moosonee are as follows:

## Old Residences – Moosonee – Status Quo

## New Residences/Apartment – Moosonee

1 bedroom apartment	-	\$416.16/month including utilities
2 bedroom apartment	-	\$450.46/month including utilities
3 bedroom apartment	-	\$507.63/month including utilities
2 bedroom house	-	\$565.93/month including utilities
3 bedroom house	-	\$565.93/month including utilities

Moose Factory: rates in effect on January 10, 2014.

Future rent increases may occur in a manner consistent with those promulgated pursuant to *Ontario Residential Tenancies Act, 2006*, as amended.

21.12 Paid Travel

Every nurse is entitled to travelling time during the nurse's vacation provided that the nurse uses five (5) vacation days in conjunction with the travelling time.

For full-time nurses: Travelling time to mean – two (2) working days both ways for a total of four (4) days travel leave annually.

For part-time nurses: Travelling time to mean one (1) working day both ways for a total of two (2) days travel leave annually.

21.13 Relocation

Effective February 8, 2014, the following provision applies to both full-time and part-time nurses.

- (a) Nurses hired from outside the area where they will be required for duty will be reimbursed for the airfare for themselves and their dependants from their point of hiring to their place of duty up to a maximum of the equivalent of a regular airfare from Toronto to their place of duty.
- (b) The cost of excess luggage over the amount normally allowed by the airlines will not be reimbursed.
- (c) The Employer will reimburse the nurse for the cost of shipping a maximum of 1,000 pounds for full-time employees and 500 pounds for part-time employees of personal effects up to a maximum of what the current cost would be to ship the same weight from Toronto to their place of duty by air.
- (d) Upon termination of the employment of the nurse after twelve months of employment, the Employer will reimburse or absorb the cost of shipping 1,000 pounds for full-time employees and 500 pounds for part-time employees of personal effects to the place requested by the nurse up to a maximum of what the current cost would be to ship the same weight from the nurse's departure point to Toronto by air.
- (e) Time spent travelling to perform a job assignment or to attend courses at the request of the employer constitutes work for the purposes of

entitlement to pay, including overtime where the travel takes place outside regular hours.

- (f) Full-time nurses will be paid to an annual freight allowance as set out below, on their anniversary date:

Moosonee	-	\$300.00 /year
Moose Factory	-	\$325.00 /year
Fort Albany	-	\$375.00 /year
Attawapiskat	-	\$450.00 /year

#### 21.14

#### Travel Benefit

- (a) Full-time nurses will receive a semi-annual travel benefit from the Employer that is equivalent to the regular return airfare from their place of employment to Toronto two (2) times per year for the purpose of annual vacation or employment leave. The airfare will be determined through Air Creebec Inc. current rates and will include not only the nurse but also the nurse's family (i.e. spouse and dependants over the age of two years).

Quotes obtained for return travel airfare will be done by April 1<sup>st</sup> and October 1<sup>st</sup> and will be provided to the local union.

- i) In order to be considered a dependant, the employee will be required to complete a Declaration of Dependants, available from the Employer, identifying that the claimed spouse and dependants are indeed that employee's dependants and that they reside with them at their place of employment. The employee will also be required to submit proof of marriage (ie: marriage certificate) or declaration in the case of a common-law relationship, and birth certificates for each dependant in order to qualify for the benefit for those dependants.
- ii) all dependants must reside in the same residence as the employee and be totally dependent upon the employee.
- iii) the only exception to (ii) above would be a dependant who may be in another centre for education purposes but is still totally dependent upon the employee.
- (b) Full-time nurses, in the first year of employment, may take this benefit after 6 months of employment but if they terminate prior to completing 12 months of service, the said benefit will be deducted from the nurse's last cheque.
- (c) Full-time nurses terminating their employment after completing 12 full months will have the cost of travel reimbursed by the Employer up to a maximum of the current airfare from their place of duty to Toronto.
- (d) Full-time nurses terminating their employment prior to 6 full months will not be eligible for any travel benefits mentioned in this Article including the reimbursement for shipping out their personal effects.

- (e) Full-time personnel will only be eligible for travel benefits two (2) times for each 12 months of service or multiple thereof, whether it be for vacation, employment leave or for termination.
- (f) If the policy of the Employer was to extend Turnaround Travel benefits to part-time nurses then this practice shall continue.

21.15

(a) Retention Incentive

Full-time nurses who provide 12 full months of continuous service to Weeneebayko Area Health Authority will receive an annual retention incentive of four thousand two hundred fifty dollars (\$4,250.00) after the first complete year of service; five thousand two hundred fifty dollars (\$5,250.00) after the second complete year of service and six thousand two hundred fifty dollars (\$6,250.00) after the third complete year of service and seven thousand two hundred fifty dollars for each complete year of service thereafter

Effective April 1, 2017, full-time nurses who provide 12 full months of continuous service to Weeneebayko Area Health Authority will receive an annual retention incentive of three thousand five hundred (\$3,500.00) dollars after the first complete year of service; five thousand five hundred dollars (\$5,500.00) after the second complete year of service and six thousand five hundred dollars (\$6,500.00) after the third complete year of service and seven thousand five hundred (\$7,500.00) dollars for each complete year of service thereafter.

Part-time nurses who provide 1500 hours of continuous service to Weeneebayko Area Health Authority will receive a retention incentive of \$2,750.00 for each 1500 hours.

Nurses who are hired and have completed a full year of service prior to January 1, 2017 will not be adversely impacted by these amendments.

(b) OBS Incentive & Retention Allowance

Full Time Registered Nurses providing OBS coverage:

Full-time nurses will receive an OBS Incentive and retention Allowance of \$2,000.00 on their first anniversary date of OBS certification, additional annual payment \$1,000.00 after completion of year 2 and 3 of OBS certification to a maximum of \$4,000.00, continuing after year 3 as long as the employee remains full-time and maintains full OBS certification as per Employer's policy and procedures.

Copy of the June 2009 OBS policy and procedure for certification will be provided to the Union and will be made available in the policy manual. If the employer amends/modifies the policy, a copy of the amended/modified policy will be provided to the union and the policy manual will be updated. Such amendment/modification will only be implemented after the union has received a copy.

Part-time Registered Nurses providing OBS coverage:



Part-time nurses will have the above entitlement prorated based on their hours of work. 1500 hours worked is the equivalent of one year.

21.16 Severance

Any entitlement of employees employed as of January 10, 2014 will be red-circled and maintained as a superior condition.

**ARTICLE 22 – JOB SHARING**

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

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

Once the Employer has determined that a vacancy exists and the Employer and the Union have agreed to a job sharing arrangement, the vacancy or vacancies to be posted will be determined locally and will be filled in accordance with Article 12.06.

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

**ARTICLE 23 – NURSE PRACTITIONER**

23.01 All other terms and conditions of the collective agreement apply save and except as amended below:

- (a) In addition to education leave under Article 13.11, Nurse Practitioners will be entitled to an additional two weeks leave with pay to attend courses, conferences or workshops relative to their practice including payment of course fees and 4 paid travel days to travel to their destination and return home.
- (b) Nurse Practitioners who have completed less than one year of full time continuous service as of the Nurse's anniversary date, shall be entitled to a vacation on the basis of 2.08 days for each completed month of service. Nurse Practitioners who have completed one (1) or more years of Full-time continuous service as of the NPs anniversary date, shall be entitled to an annual vacation of (5) weeks with pay.
  - i) Nurse Practitioners who have completed sixteen (16) years of full-time continuous service as of the nurse's anniversary date shall be entitled to one (1) additional day of vacation per year, accrued year to year for a total of five (5) days, up to their twentieth (20<sup>th</sup>) year of service.
  - ii) Nurse Practitioners who have completed twenty (20) years of full-time continuous service as of the nurse's anniversary date, shall

be entitled to an annual vacation of 6 weeks with 6 weeks pay (225 hours pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year

- iii) Nurse Practitioners who have completed twenty-five (25) years or more of full-time continuous service as of the nurse's anniversary date, shall be entitled to an annual vacation of seven (7) weeks' with seven (7) weeks' pay (262.5 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (c)
  - i) Nurse Practitioners hours of work will be 37.5 hours per week. The scheduling of work will be in collaboration with the Manager to meet client's needs.
  - ii) Nurse practitioners will not be scheduled for on call duty
  - iii) Overtime hours earned will be taken in the form of compensatory time off and will not be paid out in cash. All other clauses of the overtime articles shall apply.

## **ARTICLE 24 – DURATION**

24.01 This Agreement shall continue in effect until March 31, 2019 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.

The parties agree the employer shall implement all monetary components (salary and premiums) that will be negotiated or awarded between the OHA and ONA Central Hospitals for the period of April 1, 2018 and March 31, 2019. This agreement shall not be interpreted to limit either party in any way from tabling any proposal for the balance of the term, or the next round of bargaining.

24.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of 90 days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

24.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within 30 days after the giving of notice, if requested to do so.

24.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the parties will meet to determine the procedures to be followed.

24.05 Retroactivity

Except as otherwise specifically provided, all provisions except the general wage increase are effective the date of ratification or award. Retroactivity will be paid on the basis of hours paid within four full pay periods (approximately 8 weeks) of the date of ratification or award. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Employer may pay retroactivity as part of the regular pay. In such circumstances, the Employer

undertakes that the rate of income tax on such retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

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

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

## **ARTICLE 25 – VIOLENCE IN THE WORKPLACE**

25.01

(a) Definition of Violence

The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace.

(b) Violence Policies and Procedures

The Employer agrees to have in place explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations, provision of legal counsel and support to employees who have faced violence. The policies and procedures shall be part of the employee's health and safety policy and written copies shall be provided to each employee. Prior to implementing any changes to these policies, the employer agrees to consult with the Union.

(c) Notification to the Union

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

(d) Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff.

(e) Staffing Levels to deal with Potential Violence

The Employer agrees that, where there is a risk of violence, an adequate level of trained employees should be present.

(f) Training

The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

(g) Support and Counselling

The Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

(h) Damage to Personal Property

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

**ARTICLE 26 – APPENDICES**

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

Appendix 1 ONA Grievance Form

Appendix 2 List of Professional Responsibility Assessment Committee – Chairpersons

Appendix 3 Wage Grids

Appendix 4 ONA/Employer Professional Responsibility Workload Report Form

Appendix 5 Procedural Guidelines for an Independent Assessment Committee (IAC) Hearing

Appendix 6 Letters of Understanding:

Re: Mentorship Guidelines

Re: Nursing Skills Recognition

Re: Supernumerary Positions

Re: Letter of Understanding Quality of Life

Re: Registered Nurse Workforce – Health Human Resources Planning

Re: Return to Work

Re: Clinical Leader Wage Grid

**SIGNING PAGE**

DATED AT "Moose Factory", ONTARIO THIS "18<sup>th</sup>" DAY OF "September", 2017.

FOR THE EMPLOYER

FOR THE UNION

"K. Reuben"

"D. Cheslock"

Labour Relations Officer

\_\_\_\_\_

"J. Vander Ploeg"

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX 1**

**GRIEVANCE FORM**

<b>ONTARIO NURSES' ASSOCIATION</b> <b>ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO</b> <b>GRIEVANCE REPORT / RAPPORT DE GRIEF</b>			
ONA LOCAL SECTION LOCALE DE L'AIO EMPLOYER EMPLOYEUR GRIEVOR PLAIGNANTE DEPARTMENT SERVICE GRIEVANCE NO. N° DU GRIEF		STEP ÉTAPE 1. 2. 3.	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÉNEMENT			
SETTLEMENT REQUESTED / RÈGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP. DE L'AIO:	
STEP ONE PREMIÈRE ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:  DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:  SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
▶	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	▶	
STEP TWO DEUXIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:  DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:  SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
▶	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	▶	
STEP THREE TROISIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:  DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:  SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR
▶	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	▶	
ON-09 REV. 01/2000      DISTRIBUTION: 1. BLACK - EMPLOYER    2. BROWN - ONA    3. BLUE - LOCAL ASSOCIATION    4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR    2. BRUN - AIO    3. BLEU - ASSOCIATION LOCALE    4. VERT - PLAIGNANTE			

**APPENDIX 2****LIST OF PROFESSIONAL RESPONSIBILITY****ASSESSMENT COMMITTEE - CHAIRPERSONS**

1. Carol Anderson  
16151 Old Simcoe Rd  
Port Perry, ON L9L 1P2
  
2. Claire Mallette  
Director School of Nursing  
York University  
Room 313 , HNES  
4700 Keele St  
Toronto , ON, M3J 1 P3
  
4. Donna Rothwell  
Senior Consultant  
Healthtech Consultants  
56 Carriage Road  
St Catherines, ON L2P 1T1
  
5. Leslie Vincent  
716 Windermere Ave.  
Toronto ON M6S 3S1

**APPENDIX 3****WAGE GRIDS**

REGISTERED NURSE		
	Effective April 1, 2016	Effective April 1, 2017
START	\$31.45	\$32.21
1 YEAR	\$31.91	\$32.36
2 YEARS	\$32.45	\$32.90
3 YEARS	\$34.04	\$34.52
4 YEARS	\$35.65	\$36.15
5 YEARS	\$37.66	\$38.19
6 YEARS	\$39.68	\$40.24
7 YEARS	\$41.72	\$42.30
8 YEARS	\$44.68	\$45.31
25 YEARS	\$45.47	\$46.11

Pay scales for Graduate Nurses shall be 96% of the Registered Nurse rates at the start rate and one year rate, as set out below:

CLASSIFICATION - TEMPORARY REGISTRATION		
	Effective April 1, 2016	Effective April 1, 2017
START	\$30.20	\$30.93
1 YEAR	\$30.64	\$31.07

MENTAL HEALTH REGIONAL CLINIC TEAM LEADER		
	Effective April 1, 2016	Effective April 1, 2017
START	\$33.65	\$34.46
1 YEAR	\$34.15	\$34.63
2 YEARS	\$34.71	\$35.20
3 YEARS	\$36.40	\$36.91
4 YEARS	\$38.16	\$38.69
5 YEARS	\$39.13	\$39.68
6 YEARS	\$42.46	\$43.05
7 YEARS	\$44.39	\$45.01
8 YEARS	\$47.79	\$48.46
25 YEARS	\$48.64	\$49.32



CLINICAL COORDINATOR/PATIENT CARE COORDINATOR / STAFF EDUCATOR / OCCUPATIONAL HEALTH / INFECTION CONTROL		
	Effective April 1, 2016	Effective April 1, 2017
START	\$36.67	\$37.56
1 YEAR	\$37.19	\$37.71
2 YEARS	\$37.75	\$38.28
3 YEARS	\$39.51	\$40.06
4 YEARS	\$41.34	\$41.92
5 YEARS	\$44.07	\$44.69
6 YEARS	\$45.87	\$46.51
7 YEARS	\$48.44	\$49.12
8 YEARS	\$51.54	\$52.26
25 YEARS	\$52.46	\$53.19

NURSE PRACTITIONER		
	Effective April 1, 2016	Effective April 1, 2017
1 YEAR	\$56.93	\$57.73
2 YEARS	\$58.36	\$59.18

**APPENDIX 4  
ONA/HOSPITAL PROFESSIONAL RESPONSIBILITY  
WORKLOAD REPORT FORM**

Article 10 Professional Responsibility provides a problem solving process for nurses to address concerns relative to patient care. This report form provides a tool for documentation to facilitate discussion and to promote a problem solving approach.

**SECTION 1: GENERAL INFORMATION**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employer: \_\_\_\_\_ Unit//Area/Program: \_\_\_\_\_

Date of Occurrence:    Day |    Month |    Year | Time: \_\_\_\_\_ 7.5 hr. shift  11.25 hr. shift  Other: \_\_\_\_\_

Name of Supervisor/Charge Nurse: \_\_\_\_\_ Date/    Day |    Month |    Year  
Time notified: \_\_\_\_\_

**SECTION 2: DETAILS OF OCCURRENCE**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**SECTION 3: 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 #:	RN _____	RPN _____	Unit Clerk _____	Service Support _____
Actual Staffing #:	RN _____	RPN _____	Unit Clerk _____	Service Support _____
Agency/Registry RN:		Yes <input type="checkbox"/>	No <input type="checkbox"/>	How many? _____
Novice RN Staff on duty*		Yes <input type="checkbox"/>	No <input type="checkbox"/>	How many? _____
RN Staff Overtime:		Yes <input type="checkbox"/>	No <input type="checkbox"/>	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 Call(s)  Vacancies  Off unit   
 Management Support available on site? Yes  No

**SECTION 4: PATIENT CARE FACTORS CONTRIBUTING TO THE OCCURRENCE**

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

- Change in patient acuity.  
\_\_\_\_\_
- Normal number of beds on unit \_\_\_\_\_ Beds closed \_\_\_\_\_ Beds opened during tour \_\_\_\_\_
- Patient census at time of occurrence \_\_\_\_\_
- # of Admissions \_\_\_\_\_ # of Discharges \_\_\_\_\_ # of Transfers \_\_\_\_\_
- 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 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 immediate 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:

- Inservice                                   Orientation                                   Review nurse/patient ratio  
 Change unit lay-out                           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: \_\_\_\_\_ Phone # / Personal E-mail: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone # / Personal E-mail: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone # / Personal E-mail: \_\_\_\_\_

**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 **10.01 (a) iii**). 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) ONA Rep  
 (3) Chief Nursing Officer (or designate)  
 (4) ONA Member  
 (5) LRO

## **ONA/HOSPITAL PROFESSIONAL RESPONSIBILITY - WORKLOAD REPORT FORM**

### **GUIDELINES AND TIPS ON ITS USE**

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

**PRIOR TO SUBMITTING THE WORKLOAD REPORT FORM PLEASE FOLLOW THE PROBLEM SOLVING PROCESS BELOW and AS OUTLINED IN THE COLLECTIVE AGREEMENT ARTICLE 8.**

### **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, seek immediate assistance from an individual identified by the Employer (e.g. team leader/charge nurse/co-ordinator/supervisor) who has responsibility for timely resolution of workload issues.
- 2) Failing resolution of the workload issue at the time of the occurrence, discuss the issue with 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.
- 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 10. 01 (a)(iii). (SEE BLANK REPORT FORM ATTACHED TO THESE GUIDELINES.)
- 5) As per Article 10, the Hospital-Association Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties. Any settlement/resolution under 10.01 (a)(iii) (iv) or (v) of the collective agreement will be signed by the parties.
- 6) If the issue remains unresolved it shall be forwarded to an Independent Assessment Committee as outlined in Article 10 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 at any stage of the complaint procedure.

**TIPS FOR COMPLETING THE FORM**

- 1) Review the form before completing it so you have an idea of what kind of information is required.
- 2) Print legibly and firmly as you are making multiple copies.
- 3) Use complete words as much as possible. Avoid abbreviations.
- 4) As much as possible, you should report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
- 5) Identify the CNO standards/practice/guidelines/hospital policies and procedures you believe to be at risk. College of Nurses Standards can be found at [www.cno.org](http://www.cno.org).
- 6) Do not, under any circumstances, identify patients/residents.

**APPENDIX 5****PROCEDURAL GUIDELINES FOR AN  
INDEPENDENT ASSESSMENT COMMITTEE (IAC) HEARING**

1. The IAC Chair through the respective nominees will consult with the Union and the Hospital prior to the hearing to determine the number of days required for the hearing and the dates scheduled for the hearing. The parties agree that the hearings will be conducted in an expeditious manner.
2. The Hospital and the Union will submit all relevant documentation (including their submissions to be put forward at the hearing) to the committee members and to the other party a minimum of two weeks before the hearing. In the event that one of the parties wishes to submit additional documentation to the Committee and the other party after the two-week deadline, approval from the Chair is required.
3. IAC Members shall conduct a tour of the relevant unit(s). All IAC members shall have an opportunity to investigate/ask questions.
4. The IAC has the right to ask questions of anyone participating in the hearing. Other than for the purpose of scheduling/logistics, the Chair shall not engage in independent discussions with either party.
5. At the Hearing, the Union and the Hospital will each be given an equal opportunity to make a presentation, to ask questions of clarification, to respond to the other party's submission, and to make a closing statement.
6. The Employer and ONA will each appoint one person to present its case and to respond to the other party's submission. The names of these individuals shall be provided to the Chair at least two weeks prior to the hearing.
7. All present at the hearing will protect patient confidentiality.
8. IAC member notes will be kept for a minimum of one year from the hearing or longer if deemed necessary.
9. All participants may offer information and/or seek clarification with permission from the Chair.
10. The IAC Chair may use the following process to conduct the Hearing without any requirements to utilize all the steps or their order:
  - a. Welcome and Introductions, including purpose and role, Amendments and Approval of Agenda
  - b. Tour of the relevant Unit(s)
  - c. Presentation by ONA
  - d. Presentation by the Hospital

- e. Response to ONA's presentation by the Hospital
  - f. Questions to the Hospital from ONA and the IAC
  - g. Response to the Hospitals presentation by ONA
  - h. Questions to ONA from the Hospital and the IAC
  - i. Questions to the Participants, ONA and the Hospital by the IAC
  - j. Closing remarks by the Hospital
  - k. Closing remarks by ONA
  - l. Closing remarks by the IAC
  - m. Adjournment
11. In the event the IAC determines it requires additional information following the completion of the hearing, it will convene a joint teleconference/meeting with the parties.



**APPENDIX 6**

**LETTER OF UNDERSTANDING**

Between:

**WEENEEBAYKO AREA HEALTH AUTHORITY**

And:

**ONTARIO NURSES' ASSOCIATION**

RE: Mentorship Guidelines

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“Mentorship” is a new addition to the Hospital Collective Agreement, and is addressed in Article 11.09. These guidelines are intended to assist the parties in implementing mentorship arrangements in accordance with the requirements of the collective agreement.

**Definition**

- ❑ Mentorship is a formal supportive relationship between two nurses, which enhances the professional growth and development of a nurse to maximize her or his clinical practice.
- ❑ Mentorship involves a three-way arrangement between the Employer, the nurse being mentored and the nurse doing the mentoring. The mentoring relationship is:
  - ❑ time limited,
  - ❑ focused on goal achievement, and
  - ❑ unique to each mentorship experience.
- ❑ The Employer, the nurse being mentored and the nurse doing the mentoring are expected to clearly understand the goals/expectations of the mentorship relationship. Goals are individually determined based on the learning needs of the nurse being mentored, and, as such, may not be consistent for all nurses. The length of each mentorship arrangement will be individually defined dependent upon the goals for each nurse being mentored. Mentoring assignments will normally consist of full tours, however, it is also possible that mentorship assignments can be for less than a full tour and/or scheduled on an intermittent or one-time basis. It is also possible that more than one mentor may be assigned to a mentee during the course of a mentorship arrangement.

Mentorship does not include:

- ❑ Supervising the activities of students. Supervision of the activities of students is covered in Article 11.08.

- ❑ Providing guidance and advice to members of the multi-disciplinary health care team. Interaction with other nurses and other multi-disciplinary colleagues is an expected role responsibility for nurses.
- ❑ Orientation to the organization or general functioning of the unit. This may include activities such as:
  - ❑ WHIMIS training, the fire lecture, equipment location, generic Employer policies, introduction to staff and the general layout of the unit etc.
- ❑ The employer's historical use of titles or terms does not define a mentor for the purposes of Article 11.08. We acknowledge, however, that while mentorship is new to the collective agreement, mentorship arrangements are not new to nursing or Employer workplaces. Accordingly, existing titles or terms may, or may not, meet the conditions of Article 11.08.

### Key Elements

- ❑ A mentorship relationship includes the nurse doing the mentoring to:
  - ❑ plan the mentorship experience based on the learning needs of the nurse being mentored, including the identification and co-ordination of learning opportunities with other health care providers;
  - ❑ assess the ongoing competence/development of competencies of the nurse being mentored, including assessments of competence gaps, risk management in relation to patient care, and co-ordination of learning experiences;
  - ❑ assist the nurse being mentored to effectively meet patient care needs;
  - ❑ be responsible for the management of learning for the nurse being mentored;
  - ❑ participate in direct skill transfer where there is responsibility for the management of learning for the nurse being mentored;
  - ❑ evaluate the learning experience of the nurse being mentored throughout the duration of the mentorship relationship, including the provision of written and/or verbal reports to management regarding progress towards goal achievement.
- ❑ It is recognized that the mentor and the nurse being mentored may not be together at all times during the mentorship period.
- ❑ The Employer will pay the nurse for doing this assigned responsibility [mentoring] a premium of sixty (60) cents per hour, in addition to her or his regular salary and applicable premium allowance.
- ❑ The Employer will review the workload of the mentor and the nurse being mentored to facilitate successful completion of the mentorship assignment.

### Implementation

- ❑ An Employer may implement a mentorship relationship at any time during a nurse's employment when:

- ❑ the nurse is experiencing difficulty in meeting standards of practice;
- ❑ the nurse has a competency gap;
- ❑ one-on-one management of the learning experience from an expert/experienced nurse will be of assistance.

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

- ❑ The decision to implement a mentorship experience as a mechanism to assist a nurse to meet standards of practice is the responsibility of the employer.
- ❑ The Employer will provide, on a regular basis, all nurses with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the local parties. The Employer selects and assigns the mentor for a given mentoring relationship.
- ❑ At the request of any nurse, the Employer will discuss with any unsuccessful applicant ways in which she or he may be successful for future opportunities.
- ❑ The mentorship plan/arrangement for each mentoring relationship should be documented.

### Evaluation

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

- ❑ The Committee responsible for addressing professional development issues for nurses pursuant to Article 11.02 will be responsible for reviewing and making recommendations regarding the application of, and effectiveness of, mentorship relationships within the Employer.
- ❑ The employer also has a responsibility for evaluating the effectiveness of mentorship arrangements and, therefore, review and evaluation of arrangements should be conducted on a regular basis.

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

DATED AT "Moose Factory", ONTARIO THIS "18<sup>th</sup>" DAY OF "September", 2017.

FOR THE EMPLOYER

FOR THE UNION

"K. Reuben"  
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"D. Cheslock"  
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Labour Relations Officer

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"J. Vander Ploeg"  
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**LETTER OF UNDERSTANDING**

Between:

WEENEEBAYKO AREA HEALTH AUTHORITY

And:

ONTARIO NURSES' ASSOCIATION

RE: Nursing Skills Recognition

The parties agree to the following:

When a nurse is certified and maintains certification in any additional nursing skills in the specified group, as outlined in Policy #A-8-I-10. The nurse will receive an additional fifty cents (\$.50) per hour per group. The certifications and additional skills training will be offered to staff within the first six (6) months of employment.

The above Nursing Skills Recognitions is limited to incumbents employed as of January 10, 2014.

DATED AT "Moose Factory", ONTARIO THIS "18<sup>th</sup>" DAY OF "September", 2017.

FOR THE EMPLOYER

FOR THE UNION

"K. Reuben"

"D. Cheslock"

Labour Relations Officer

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"J. Vander Ploeg"

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**LETTER OF UNDERSTANDING**

Between:

WEENEEBAYKO AREA HEALTH AUTHORITY

And:

ONTARIO NURSES' ASSOCIATION

RE: Supernumerary Positions

The Employer agrees that it is not applying for the government funded Supernumerary Position at this time. The parties agree, that if in the future, the Employer applies for this funding, that the Letter of Understanding agreed to at ONA Central Hospital's 2006-2008 Albertyn Award, will immediately come into effect.

DATED AT "Moose Factory", ONTARIO THIS "18<sup>th</sup>" DAY OF "September", 2017.

FOR THE EMPLOYER

FOR THE UNION

"K. Reuben"

"D. Cheslock"  
Labour Relations Officer

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"J. Vander Ploeg"

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**LETTER OF UNDERSTANDING**

Between:

WEENEEBAYKO AREA HEALTH AUTHORITY

And:

ONTARIO NURSES' ASSOCIATION

RE: Quality of Life Issues

The parties agree that recruitment and retention issues are of the utmost importance to recruiting and retaining staff and in the quality of work life with the Weeneebayko Area Health Authority.

There are issues that need to be discussed with regards to recruitment and retention. The Parties agree that the Hospital Association Committee shall be the committee to address recruitment and retention issues, make recommendations to the Hospital and to implement plans of action, where possible. Issues regarding specific items (i.e. housing) will be brought forward by the employee, in writing, first to their respective Director Support Services with a copy to Union Representative on site. If a resolution is not achieved, issues will then be referred by the Employee, to the Vice President Support Services for resolution.

DATED AT "Moose Factory", ONTARIO THIS "18<sup>th</sup>" DAY OF "September", 2017.

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**LETTER OF UNDERSTANDING**

Between:

WEENEEBAYKO AREA HEALTH AUTHORITY

And:

ONTARIO NURSES' ASSOCIATION

RE: Registered Nurse Workforce – Health Human Resource Planning

Local

The parties agree that health human resource planning may optimize the registered nurse workforce and may improve quality patient care and outcomes and quality work environments. To this end, the parties will work together at the hospital level to effectively and efficiently utilize the registered nurse workforce through the Hospital Association Committee, reviewing:

- Overtime hours,
- Hours worked by casual part-time nurses,
- Hours worked by regular part-time nurses above their commitment as per the local scheduling provisions, and
- Hours worked by agency nurses.

Where appropriate, if the hours identified are consistent and recurring, they may be used to add or create full-time or regular part-time positions.

DATED AT “Moose Factory”, ONTARIO THIS “18<sup>th</sup>” DAY OF “September”, 2017.

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Labour Relations Officer

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**LETTER OF UNDERSTANDING**

Between:

WEENEEBAYKO AREA HEALTH AUTHORITY

And:

ONTARIO NURSES' ASSOCIATION

RE: Return To Work

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The Employer and the Union are committed to a consistent and fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Employer, and to meeting or exceeding the parties' responsibilities under the law.

To that end, the Employer and the Union agree to cooperate in facilitating the return to work of disabled Employees.

Prior to returning to work a Nurse will provide the Occupational Health Manager via the employer's disability management program with medical verification of his or her ability to return to work including information regarding any restrictions the Employee may have that require accommodation in order to safely return to work. The parties agree a Nurse may have Union representation at any stage of the process and will be advised of this right by the Occupational Health Manager.

Where alternative placements are contemplated in this agreement the Association must be notified prior to any alternative offer being outlined to an employee.

- (a) In creating a return to work plan, the Occupational Health Manager will examine the disabled Nurse's abilities and accommodation needs to determine if the Nurse can return to her:
  - i) Original position;
  - ii) Original unit;
  - iii) Original unit/position with modifications to the work area and/or equipment and/or work arrangement;
  - iv) Alternate positions outside of the original unit.
- (b) In developing a return to work plan, the plan will consider the Nurse's abilities and accommodation needs, and if she is unable to return to work in accordance with Article (a) i), above, the Employer will identify any positions in the Hospital in which the Nurse may be accommodated.
- (c) A Nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such a Nurse will remain on the list of Nurses requiring permanent accommodation.

- (d) The parties recognize that more than one (1) Nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases, the parties agree that in complying with the provisions of this Article, they must balance additional factors including, in no particular order:
- i) Skills, ability and experience;
  - ii) Ability to acquire skills;
  - iii) Path of least disruption in the workplace;
  - iv) The principle that more should be done to provide work to a Nurse who would otherwise remain outside the active workplace;
  - v) Seniority;
  - vi) Timing of return to work.
- (e) When more than one (1) Nurse is deemed to be suitable for a particular position or arrangement, and the factors set out above are relatively equal, seniority shall govern.
- (f) Alternative Placements
- i) Before posting positions, the Human Resources Department will examine all potential vacancies to determine if they can be used to accommodate a disabled Nurse who requires accommodation but cannot return to her pre-injury/illness unit. The Hospital shall provide The Bargaining Unit President a list of all current and potential vacancies.
  - ii) When a position or positions in the Bargaining Unit which may be appropriate for Modified Work become available for posting by the Hospital, the Hospital shall withhold such posting(s) until: the Union has been notified and has had an opportunity to review the suitability of Employees requiring permanent modified work to fill the position(s).
  - iii) Where the Union and the Employer agree that the new position can be filled by an Employee requiring permanent modified work, the Union will make the necessary arrangements to waive the relevant job posting provisions of the Collective Agreement and the Hospital will award the position of the Employee without posting.
  - iv) When the parties agree to a permanent accommodation whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing details of the accommodation.
  - v) The parties may agree to a written agreement for temporary accommodations of extended duration.

DATED AT "Moose Factory", ONTARIO THIS "18<sup>th</sup>" DAY OF "September", 2017.

FOR THE EMPLOYER

FOR THE UNION

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**LETTER OF UNDERSTANDING**

Between:

WEENEEBAYKO AREA HEALTH AUTHORITY

And:

ONTARIO NURSES' ASSOCIATION

RE: Clinical Leader Wage Grid

The parties agree should the employer post and fill a clinical lead position the parties will meet to ensure the wage rate is not less than the RN rate with the responsibility premium added.

DATED AT "Moose Factory", ONTARIO THIS "18<sup>th</sup>" DAY OF "September", 2017.

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