

COLLECTIVE AGREEMENT

Between:

**LONDON HEALTH SCIENCES CENTRE
CLINICAL EDUCATORS**
(hereinafter referred to as "the Hospital")

And:

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

Expiry: March 31, 2018

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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 Hospital and the Clinical Educators covered by this Agreement; to provide for on-going means of communication between the Union and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that Clinical Educators wish to work together with the Hospital to secure the best possible nursing and allied health professional 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 a Clinical Educator that pertains to any terms or conditions of employment that contravene the Collective Agreement. Any such agreement shall be null and void.

ARTICLE 2 – DEFINITIONS

- 2.01 A registered Clinical Educator is a Clinical Educator who holds a Certificate of Registration with a professional college in accordance with the *Regulated Health Professions Act*, and the *Nursing Act*.
- 2.02 A full-time Clinical Educator is a Clinical Educator who is regularly scheduled to work the normal full-time hours referred to in Article 13.
- 2.03 A regular part-time Clinical Educator is a Clinical Educator who regularly works less than the normal full-time hours referred to in Article 13 and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time Clinical Educators shall be considered casual Clinical Educators. The predetermined basis upon which the commitment to be available is made shall be determined in negotiations.

The Hospital shall not refuse to accept an offer from a Clinical Educator to make a commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual Clinical Educators so as to restrict the number of regular part-time Clinical Educators.

ARTICLE 3 – 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, Clinical Educators, physicians, and the Union. Clinical Educators 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:

- 3.01 The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any Clinical Educator because of the Clinical

Educator's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the Collective Agreement.

3.02 The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on Hospital premises or during working hours except with the written permission of the Hospital or as specifically provided for in this Agreement.

3.03 It is agreed that there will be no discrimination by either party or by any of the Clinical Educators covered by this Agreement on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability". or any other factor which is not pertinent to the employment relationship. ref: *Ontario Human Rights Code*

3.04 Harassment and Discrimination

(a) "Every person who is a Clinical Educator has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another Clinical Educator because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability". ref: *Ontario Human Rights Code*, Sec. 5 (2) **and 10 (1)**.

(b) "Every person who is a Clinical Educator 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 Clinical Educator". 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 Clinical Educator who may have a harassment or discrimination complaint to follow the complaints process as set out in the employer's harassment policies and process.

(e) In recognizing the importance of a harassment free environment, the employer and the union will review hospital policies and processes with respect to harassment with the Clinical Educator during her or his orientation period.

- (f) Where a Clinical Educator requests the assistance and support of the union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (g) A Clinical Educator who believes that she or he has been harassed contrary to this provision may file a grievance under Article 7 of this Agreement.
- (h) The 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:
- Reviewing the hospital's harassment policy and making joint recommendations to the Director, People Services and the Director, Professional Practice;
 - Promoting a harassment free workplace where there is 'zero tolerance';
 - Ensuring that all Clinical Educators are familiar with the employer's harassment policy by identifying educational opportunities, including the orientation period for new Clinical Educators;
 - Identifying supports and solutions to assist Clinical Educators to deal with harassment and discrimination issues (i.e. Clinical Educator assistance Programs, staff supports);
 - Development of processes to address the accommodations/modified work needs for Clinical Educators;
 - 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)

3.05 The Hospital and the Union recognize their joint duty to accommodate disabled Clinical Educators in accordance with the provisions of the *Ontario Human Rights Code*.

3.06 Whistle Blowing Protection

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

3.07 In dealing with complaints, Hospitals shall ensure that the process is fair for all.

3.08 In dealing with physician conduct, the Hospital may incorporate tools, definitions and processes from the College of Physicians and Surgeons' *Guidebook for Managing Disruptive Physician Behaviour*.

ARTICLE 4 – NO STRIKE, NO LOCKOUT

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

ARTICLE 5 – UNION SECURITY

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

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

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

- 5.02 Such dues shall be deducted monthly and in the case of newly employed Clinical Educators, such deductions shall commence in the month following their date of hire.
- 5.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President, Finance of the Union shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deduction as specified in the Dues Notification Letter. In the case of any changes to the dues levies, notification will be made by the treasurer and such notification shall be the Hospital's conclusive authority to make the deduction specified.
- 5.04 In consideration of the deducting and forwarding of Union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.
- 5.05 The amounts so deducted shall be remitted monthly to the Vice-President, Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Hospital shall provide a list of Clinical Educators from whom deductions were made, their work site (if the bargaining unit covers more than one site), and the Clinical Educators' social insurance numbers, amount of dues deducted and, where feasible, the Hospital shall also provide the job classification, and status of the Clinical Educators. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month, returns from leaves of absence. A copy of this list will be sent concurrently to the Union. The Hospital will provide the information in an electronic format.

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

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

- 5.06 The Hospital agrees that an officer of the Union or Union representative shall be allowed a reasonable period during regular working hours to interview newly hired Clinical Educators during their probationary period. During such interview, membership forms may be provided to the Clinical Educator. These interviews shall be scheduled in advance as determined by negotiation and may be arranged collectively or individually by the Hospital.
- 5.07 The Hospital will provide each Clinical Educator with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes.

ARTICLE 6 – REPRESENTATION AND COMMITTEES

6.01 Meetings

The parties recognize the value of Clinical Educators' input and participation in committee meetings. All joint Employer-Union meetings shall be scheduled where practical, during the Clinical Educator'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 meetings with the Employer.

Upon request the employer will meet with the bargaining unit to discuss and make reasonable efforts to resolve concerns pertaining to scheduling meetings.

6.02 Union Representatives & Grievance Committee

- (a) The Hospital agrees to recognize three (3) Union representatives to be elected or appointed from amongst Clinical Educators in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement;
- (b) The Hospital will recognize a Grievance Committee, consisting of two (2) union representatives referred to in Article 6.02 (a) one of whom shall be chair. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement;
- (c) It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate manager. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a union representative or member of the Grievance Committee is required to enter a unit within the hospital in which they are not ordinarily employed they shall, immediately upon entering such unit, report their presence to the manager. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate manager. The Hospital agrees to pay for all time spent during their regular hours by

such representatives hereunder. The Hospital agrees to pay a grievor for all time spent during his or her regular hours at Step 1 and Step 2 grievance meetings.

6.03

Clinical Educators' Hospital-Association Committee

- (a) There shall be a Clinical Educators' Hospital-Association Committee comprised of two (2) representatives of the Hospital and two (2) representatives of the Union. Each party may have alternates to replace a member from time to time. Each party will endeavour to have experienced personnel on the Committee.
- (b) The Committee shall meet every two (2) months unless otherwise agreed. The duties of chair and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (c) The purpose of the Committee includes:
 - i) promoting and providing effective and meaningful communication of information and ideas, including but not limited to workload measurement tools and the promotion of best practices. Such communication may include discussion of workload measurement and patient acuity systems. The Hospital will provide, upon request, information on workload measurement systems currently used by the Hospital, and evaluations completed by the Hospital 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 care and discussing the development and implementation of quality initiatives;
 - iii) making joint recommendations to the applicable Director on matters of concern regarding recurring workload issues including the development of staffing guidelines, and use of overtime;
 - iv) discussing and reviewing matters relating to orientation and in-service programs;
 - v) promote the creation of full-time positions for Clinical Educators, and discuss the effect of such changes on the employment status of the Clinical Educators.

This may include the impact, if any, on part-time and full-time, job sharing and retention and recruitment.

The parties encourage Clinical Educators to raise any issues at the Clinical Educator's Hospital Association Committee that negatively impact their workload or patient care.

- (d) The Hospital 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 attends Committee meetings outside of her or his regularly scheduled hours, she or he will be paid for all time spent in attendance at such meetings at her or his regular straight time hourly rate of pay. Such payment shall be limited to two (2) Committee representatives per meeting.

6.04

(a) Negotiating Committee

The Hospital agrees to recognize a Negotiating Committee comprised of three (3) representatives including the Bargaining Unit President of the Union for the purpose of negotiating a renewal agreement. The Hospital agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Hospital for a renewal agreement up to, but not including, arbitration.

(b) Central Negotiating Team

NOTE: This article will apply when a Clinical Educator is elected to the ONA Central Negotiations Team.

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

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

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

Time spent on such meetings will not be considered leave under Article 11.02, Leave for 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 Clinical Educator and one (1) part-time Clinical Educator from a hospital be entitled to such payment.

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

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

Hospital, and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary.

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

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

6.05 Occupational Health & 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 Clinical Educators on an ongoing basis, and Clinical Educators shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and Clinical Educator under the *Occupational Health and Safety Act*, making particular reference to the following:
- 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)].
 - When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable actions(s) that reduces risk and protects Clinical Educators.
 - Hospitals will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to Clinical Educators at short notice in the event there are reasonable indications of the emergence of a pandemic.
 - 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)].
 - 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)].

- The employer shall ensure that the equipment, materials and protective devices as prescribed are provided. [*Occupational Health and Safety Act*, s. 25(1)(a)].
 - The Clinical Educator 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)].
 - The Clinical Educator shall not use or operate any 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)].
 - 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 to be 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 solutions to promote health and safety in workplaces, including, but not limited to:

- Violence in the Workplace (include Verbal Abuse);

In particular, the parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:

- i) Electronic and visual flagging;
 - ii) Properly trained security who can de-escalate, immobilize and detain/restrain;
 - iii) Appropriate personal alarms;
 - iv) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and work flow and individual client assessments;
 - v) Training in de-escalation, “break-free” and safe immobilization/detainment/restraint.
- Musculoskeletal Injury Prevention;
 - Needle Stick and other sharps Injury Prevention;
 - Clinical Educators who regularly work alone or who are isolated in the workplace;
 - 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) In the event there are reasonable indications of the emergence of a pandemic any Clinical Educator working at more than one health care facility will, upon the request of the hospital, provide information of such employment to the hospital. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

(e) Joint Health and Safety Committee

- i) Recognizing its responsibilities under the applicable legislation, the Hospital 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 Clinical Educators from each Hospital site.

Hospitals will choose either to include a representative from the bargaining unit from each Hospital site, or to have a separate Joint Health and Safety Committee at each Hospital 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 Hospital agrees to cooperate in providing necessary information and management support to enable the Committee to fulfil its functions. In addition, the Hospital will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession. The Committee shall respect the confidentiality of the information.
- 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 (e) (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 the interests of a 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 Clinical Educators may request to be temporarily transferred from their current duties if, in the professional opinion of the Clinical Educator's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the Clinical Educator will be granted an unpaid leave of absence before commencement of the pregnancy leave.
- viii) Where the Hospital identifies high risk areas where Clinical Educators are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the Clinical Educators.
- ix) At least one of the Clinical Educators 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) A) "This section does not apply to a Clinical Educator

- 1) when a circumstance described below is inherent in the worker's work or is a normal condition of the worker's employment; or
 - 2) 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)*
- B) "A worker may refuse to work or do particular work where he or she has reason to believe that,
- 1) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
 - 2)
 - (a) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or,
 - (b) workplace violence is likely to endanger himself or herself; or
 - 3) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this *Act* or the regulations and such contravention is likely to endanger himself, herself or another worker". ref: *Occupational Health and Safety Act, Sec. 43 (3)*.
 - 4) "workplace violence" means,
 - (a) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
 - (b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker;
 - (c) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.
- C) A refusal to work or do particular work as outlined in Article 6.05 (e) (xi) (B) shall not be considered a contravention of Article 4.01.

- NOTE 1: Issues relating to chairing of meetings and responsibility for the taking of minutes should be discussed with the Hospital and the other Unions representing employees of the Hospital.
- NOTE 2: "Workplace Harassment" means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome". ref: *Occupational Health and Safety Act, Sec. 1 (1)*
- 6.06 The Union may hold meetings on Hospital premises providing permission has been first obtained from the Hospital.
- 6.07 The Union shall keep the Hospital notified in writing of the names of the union representatives and/or Committee members and Officers of the Union appointed or selected under this Article as well as the effective date of their respective appointments.
- 6.08 All reference to union representatives, committee members and officers in this Agreement shall be deemed to mean Clinical Educator representatives, committee members or officers of the Union.
- The Union will advise the Hospital in writing of the name of the contact person(s) for the Union for all purposes under the collective agreement.
- 6.09 The Hospital agrees to give representatives of the Ontario Nurses' Association access to the premises of the Hospital for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator. Such representatives shall have access to the premises only with the approval of the Administrator which will not be unreasonably withheld 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.
- 6.10 Where a Clinical Educator makes prior arrangements for time off from a tour of duty, the Clinical Educator shall not be scheduled to work another tour that day.
- 6.11 Clinical Educators 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 Clinical Educator attends a committee meeting outside of regularly scheduled hours, she or he will be paid for all hours spent in attendance at meetings at her or his regular straight time hourly rate.
- Part-time Clinical Educators will be credited with seniority and service for all such hours paid as provided above while in attendance at such committee meetings.
- 6.12 Where there is a Nursing and Allied Health Professional Practice Council, or equivalent, whose membership includes bargaining unit members, the Hospital, in consultation with the union, will develop a transparent process to seek and establish membership in the Council for such Clinical Educators who are bargaining unit members.
- 6.13 The Hospital will discuss government initiatives with the Union that impact on the bargaining unit.

ARTICLE 7 – GRIEVANCE PROCEDURE

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

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

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

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

7.03 It is the intent of the parties that complaints of Clinical Educators shall be adjusted as quickly as possible, and it is understood that a Clinical Educator has no grievance until she or he has first given her or his immediate manager the opportunity of adjusting the complaint. Such complaint shall be discussed with her or his immediate manager 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 Clinical Educator. 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 Clinical Educator may submit a written grievance, through the Union, signed by the Clinical Educator, to the Director of People Services or designate. The grievance shall be on a form referred to in Article 7.09 and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The Director of People Services or designate will deliver her or his decision in writing within nine (9) calendar days following the day on which the grievance was presented to her or him. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the grievance may be submitted in writing to the Hospital Administrator or designate. A meeting will then be held between the Hospital Administrator or designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step 2 unless extended by agreement of the parties. It is understood and agreed that a representative(s) of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further

understood that the Hospital Administrator or designate may have such counsel and assistance as she or he may desire at such meeting. The decision of the Hospital shall be delivered in writing to the Labour Relations Officer and the Union representative within nine (9) calendar days following the date of such meeting.

7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Hospital shall be filed with the Bargaining Unit President or designate.

7.05 Where a number of Clinical Educators have identical grievances and each Clinical Educator would be entitled to grieve separately they may present a group grievance in writing signed by each Clinical Educator who is grieving to the Director of People Services or designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the Clinical Educator(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7.06 (a) Probationary Release

The release of a probationary Clinical Educator 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 Clinical Educator is released for:

- i) reasons which are arbitrary, discriminatory or in bad faith;
- ii) exercising a right under this Agreement.

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

A claim by a probationary Clinical Educator that she or he has been unjustly released shall be treated as a grievance, provided the Clinical Educator is entitled to grieve, if a written statement of such grievance is lodged by the Clinical Educator with the Hospital 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 Hospital agrees to provide written reasons within seven (7) calendar days to the affected Clinical Educator in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a Clinical Educator who has completed her or his probationary period, without just cause.

A claim by a Clinical Educator 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 Clinical Educator with the Hospital at Step No. 2 within seven (7)

calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- i) Confirming the Hospital's action in dismissing the Clinical Educator; or
- ii) Reinstating the Clinical Educator with or without loss of seniority and with or without full compensation for the time lost; or
- iii) By any other arrangement which may be deemed just and equitable.

7.07 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (34) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

(b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

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

7.09 Union grievances shall be on the form set out in Appendix 1. Alternately, the parties may agree to an electronic version of this form and a process for signing.

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

- (a) Selection decisions on job vacancies;
- (b) Premiums;
- (c) Scheduling issues;

- (d) Article 19 – Compensation issues;
- (e) Entitlement to leaves, including vacation;
- (f) Discipline up to, but not including discharge;
- (g) Short term layoffs;
- (h) Dues issues;
- (i) Any other issues agreed by the parties,

the matter shall be determined by a sole arbitrator, unless the parties agree to proceed under Article 7.11. The sole arbitrator shall proceed by way of mediation-arbitration at the request of either party. When either party requests that any such matter be submitted to mediation-arbitration or to arbitration as provided above, it shall make such request in writing addressed to the other party to this Agreement and, at the same time, it shall propose the name of a sole arbitrator. Within seven (7) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 7.13, once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- 7.11 For all other grievances, including those grievances dealing with nursing and allied health professional practice issues, the matter shall be determined by a three (3) person Board of Arbitration, unless the parties agree to proceed under Article 7.10. The party requesting arbitration shall, at the time of notification of its decision to submit the difference or allegation to arbitration shall name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee. However, if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application by the party invoking the arbitration procedure. The two (2) nominees, or the parties, if they have agreed not to utilize nominees shall attempt to select by agreement a chair of the arbitration board. If they are unable to agree upon such a chair within a period of fourteen (14) calendar days they shall then request the Minister of Labour for the Province of Ontario to appoint a chair. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.12 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.13 The Arbitration Board/sole Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

- 7.14 The proceedings of the Arbitration Board/sole Arbitrator will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chair will be final and binding upon the parties hereto and the Clinical Educator or Clinical Educators concerned.
- 7.15 Each of the parties hereto will bear the expense of any nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chair of the Arbitration Board or sole Arbitrator.
- 7.16 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48(16) of the *Labour Relations Act*.

ARTICLE 8 – PROFESSIONAL RESPONSIBILITY

- 8.01 The Hospital will notify the Clinical Educator when it reports her or him to their respective College, and refer them to the Union as a resource.
- 8.02 Should an employee, who is a Health Professional under the *Regulated Health Professions Act*, be required to provide her or his Regulatory College with proof of liability insurance, the Hospital, upon request from the employee, will provide the Employee with a letter outlining the Hospital's liability coverage for Health Professionals in the Hospital's employ.

ARTICLE 9 – PROFESSIONAL DEVELOPMENT

- 9.01 Continuous professional development is a hallmark of professional nursing and allied health professional practice as self-regulating professions. The Hospital recognizes the importance of maintaining a dynamic practice environment which includes ongoing learning, the maintenance of competence, career development, career counselling and succession planning. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing education activities; certification programs; independent learning committee participation. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development.
- 9.02 Committee
- (a) There shall be a committee to address the planning of professional development initiatives for Clinical Educators as described in Article 9.01. This committee shall include two (2) representatives of the Hospital, one of whom shall be the applicable Director or designate; and two (2) representatives of the Union, one of whom shall be the Bargaining Unit President or designate. The membership of the Committee may be adjusted by mutual agreement, but at least fifty (50%) percent will be elected by the Union membership. The parties may agree to incorporate other disciplines into the Committee. The Hospital agrees to pay for time spent during regular working hours for representatives of the Union attending such meetings, and will provide replacement staff where needed for such absences. Where a Clinical Educator is required to

attend such meetings outside of her or his regularly scheduled working hours, the Clinical Educator shall be paid for all time spent in attendance at such meetings at either her or his regular straight time hourly rate of pay or elect to receive lieu time off. Where a Clinical Educator elects equivalent time off, such time off must be taken within the period set out in the Appendix 4 or payment in accordance with the former option shall be made.

- (b) The Committee shall meet every two (2) months unless otherwise agreed. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless otherwise agreed. Copies of the record shall be provided to Committee members.
- (c) The parties agree that the following key principles will provide direction for the committee functioning:
 - i) Professional development will be recognized;
 - ii) All Clinical Educators will have equal access to professional development opportunities;
 - iii) Responsibilities for professional development will be shared between the individual and the Hospital.
- (d) The purpose of the committee is to assist the Hospital in promoting a practice environment that supports continuous learning and enhances opportunities for career development through:
 - i) Reviewing annually the organization's strategic directions and priorities which impact on nursing and allied health professional competencies including the budget and expenditures related to nursing education. Through the Chief Nursing Executive, provide recommendations with respect to professional development initiatives in the development of the Hospital Operating Plan;
 - ii) Reviewing the demographics of the nursing and allied health professional complement;
 - iii) Developing guidelines for the development, implementation and evaluation of professional development initiatives;
 - iv) Developing means to promote equal access to professional development opportunities including, but not limited to programs (such as conferences, seminars and workshops), funding, scheduling, leaves, mentoring roles and preceptorship program;
 - v) Reviewing and making recommendations regarding professional development initiatives, including but not limited to mentorship and internship;
 - vi) Reviewing and making recommendations regarding the existing nursing and allied health professional continuing education programs; and on the use of technology to enhance access;

- vii) Developing and implementing an ongoing communication plan to advise Clinical Educators about the work of this committee and what opportunities are available for continuous learning.

9.03 Orientation and In-Service Program

The Hospital recognizes the need for a Hospital Orientation Program of such duration as it may deem appropriate taking into consideration the needs of the Hospital and the Clinical Educators involved.

9.04 Clinical Educators will never be assigned in charge of a Hospital Unit.

9.05 Clinical Educators who displace other Clinical Educators in the event of a long-term layoff, Clinical Educators recalled from layoff, Clinical Educators whose probationary period has been extended under Article 10.01, and Clinical Educators who are transferred on a permanent basis may be provided any orientation determined necessary by the Hospital for the purposes of allowing the Clinical Educator to assume satisfactorily the duties of such position. A request by such a Clinical Educator for orientation shall not be unreasonably denied.

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

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

Where the hospital requires e-learning, it will make reasonable efforts to enable hospital e-learning requirements during a Clinical Educator's regular working hours. Where a Clinical Educator is unable to complete required hospital e-learning during regular working hours and is required to complete hospital e-learning outside of her/his regular working hours, the hospital will identify in advance the time that will be paid at her or his regular straight time hourly rate of pay.

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

9.08 (a) Clinical Educators are expected, as part of their regular duties, to provide guidance and advice to members of the health care team.

(b) Mentorship

Clinical Educators may, from time to time, be assigned a formal mentorship role for a designated Clinical Educator. Mentorship is a formal supportive relationship between two (2) Clinical Educators, 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 Clinical Educator being mentored and the mentor, the Hospital 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 Hospital will review the mentor's workload with the mentor and the Clinical Educator being mentored to facilitate successful completion of the mentoring assignment.

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

The Hospital will pay the Clinical Educator 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 3, Letter of Understanding re Mentorship Guidelines.

9.09

Internships

The Hospital may establish internships for the purpose of meeting future projected shortages and/or providing career opportunities where there are no internal qualified candidates for job postings. In such circumstances, the implementation and guidelines of such an arrangement will be determined by the Hospital and the Union subject to the following:

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

To provide direction to the parties in developing and implementing internship(s) the Ontario Nurses' Association and the Hospital have agreed to the following principles:

- (a) The Hospital will establish the expectations for each internship opportunity;

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

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

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

Clinical Educators who are subject to layoff due to technological change will then be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 10.08 will apply.

9.11 Where computers and/or new computer technology (e.g. computer charting) are introduced into the workplace that Clinical Educators are required to utilize in the course of their duties, the Hospital agrees that necessary training will be provided at no cost to the Clinical Educators involved.

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

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

request. A request by a Clinical Educator for a copy of other documents in her or his file will not be unreasonably denied.

Notwithstanding Article 9.13, upon review of the file, should the Clinical Educator 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 Clinical Educator where it has not been brought to her or his attention in a timely manner.

9.13 Any letter of reprimand, suspension or other sanction will be removed from the record of a Clinical Educator eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such Clinical Educator'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 referenced above.

9.14 The Peer Feedback Process of the Quality Assurance Program Required by the professional college of the Clinical Educator

The above referenced Peer Feedback is confidential information which the Clinical Educator 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 professional college of the Clinical Educator. The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program. For further clarity, the above referenced Peer Feedback will not be used as a performance evaluation under Article 9.12.

9.15 A Clinical Educator 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 Clinical Educators' professional college.

The period of the leave will include a scheduled night shift that extends into the day of the examination and any scheduled shift commencing on the day of the examination.

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

9.16 The Hospital will meet with the Union to discuss any remediation or continuing education required by the Clinical Educator's professional college to re-establish eligibility for clinical practice following a Clinical Educator's return from an approved absence.

9.17 To support succession planning and retention, the parties will discuss mid-career opportunities for Clinical Educators to receive training/education.

9.18 Within fourteen (14) days of receipt of a written request from the Clinical Educator, the Hospital will provide the Clinical Educator with a letter detailing her or his employment dates, length of service and experience at the Hospital.

ARTICLE 10 – SENIORITY**10.01 Probationary Period**

- (a)
 - i) Newly hired Clinical Educators shall be considered to be on probation for a period of seventy (70) tours worked from date of last hire (525 hours of work for Clinical Educators whose regular hours of work are other than the standard work day). If retained after the probationary period, the full-time Clinical Educator shall be credited with seniority from date of last hire and the part-time Clinical Educator shall be credited with seniority for the seventy (70) tours (525 hours) worked. With the written consent of the Hospital, the probationary Clinical Educator and the Bargaining Unit President of the Union or designate, such probationary period may be extended. Where the Hospital 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 (60) tours (450 hours) worked and, where requested, the Hospital will advise the Clinical Educator and the Union of the basis of such extension with recommendations for the Clinical Educator's professional development.
 - ii) The parties recognize that ongoing feedback about the Clinical Educator's progress is important to the probationary Clinical Educator.
- (b) A Clinical Educator who transfers from casual or regular part-time to full-time status shall not be required to serve a probationary period where such Clinical Educator has previously completed one since her or his date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for Clinical Educators whose regular hours of work are other than the standard work day) during the nine months immediately preceding the transfer shall be credited towards the probationary period.
- (c) A Clinical Educator who transfers from casual part-time or full-time to regular part-time status shall not be required to serve a probationary period where such Clinical Educator has previously completed one since her or his date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for Clinical Educators whose regular hours of work are other than the standard work day) during the nine (9) months immediately preceding the transfer shall be credited towards the probationary period.

10.02 Seniority Lists

- (a) A seniority list shall be established for all full-time Clinical Educators covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary Clinical Educators 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 Clinical Educators covered by this Agreement who have completed their probationary period. For information purposes only, the names of all regular part-time probationary Clinical Educators 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 Clinical Educators for the purposes of Article 10.07 only. Seniority on such lists will be expressed in terms of total hours worked.

NOTE: Seniority shall be retroactive to the date of hire as a Clinical Educator excluding any period in which the Clinical Educator was in a management position and in accordance with the Collective Agreement.

- (d) A copy of the current seniority list will be filed with the Bargaining Unit President of the Union, or designate, on request but not more frequently than once every six (6) months at a time to be mutually determined. At the same time, a copy of the seniority list shall also be posted and made available to the Clinical Educators, in a manner and location determined by the parties. Where available, Hospitals will include the Clinical Educators' work unit on the seniority list.

10.03 Retention / Transfer of Service and Seniority

A Clinical Educator's full seniority and service shall be retained by the Clinical Educator in the event that the Clinical Educator is transferred from full-time to part-time or in the event the Clinical Educator is transferred from casual to regular part-time or vice-versa. A Clinical Educator whose status is changed from full-time to part-time shall receive credit for her or his full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. A Clinical Educator whose status is changed from part-time to full-time shall receive credit for her or his full seniority and service on the basis of one year of seniority or service for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer. For the purpose of job posting competitions only, full-time or part-time seniority, once converted to a date, shall not precede the Clinical Educator's date of hire.

10.04 Effect of Absence (Full-time)

(Article 10.04 apply to full-time Clinical Educators only, Note 1 provides that the accrual of seniority and service on pregnancy and parental leave also applies to part-time Clinical Educators; Note 2 provides that the clause (including the notes) must be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*).

If a Clinical Educator's absence without pay from the Hospital including absences under Article 11, Leaves of Absence, exceeds thirty (30) continuous calendar days the Clinical Educator 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 Clinical Educator will become responsible for full payment of any subsidized Clinical Educator 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 Clinical Educator may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage. In circumstances where a full-time Clinical Educator 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 Clinical Educator shall be deemed to have continued on unpaid leave.

Notwithstanding this provision, seniority shall accrue if a Clinical Educator's absence is due to disability resulting in W.S.I.B. benefits or L.T.D. benefits including the period of the disability program covered by Employment Insurance.

Notwithstanding this provision, seniority and service will accrue and the Hospital will continue to pay the premiums for benefit plans for Clinical Educators for a period of up to seventeen (17) weeks while a Clinical Educator is on pregnancy leave under Article 11.07 and for a period of up to thirty-five (35) weeks while a Clinical Educator is on parental leave under Article 11.08. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to fifty-two (52) weeks while such Clinical Educator is on a parental leave under Article 11.08.

NOTE 1: The accrual of seniority and service for Clinical Educators on pregnancy and parental leave applies to both full-time and part-time Clinical Educators.

NOTE 2: This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*.

10.05 Effect of Absence (Part-time)

Seniority for part-time Clinical Educators 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 Clinical Educator's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the Clinical Educator is not absent due to vacation, pregnancy-parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

10.06 Deemed Termination

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

- (a) leaves of her or his own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for thirty-six (36) calendar months;
- (d) refuses to continue to work or return to work during an emergency which seriously affects the Hospital's ability to provide adequate patient care, unless a satisfactory reason is given to the Hospital;

- (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a satisfactory reason to the Hospital;
- (f) fails to return to work (subject to the provisions of 10.06 (e)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (g) fails upon being notified of a recall to signify her or his intention to return within twenty (20) calendar days after she or he has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within thirty (30) calendar days after she or he has received the notice of recall or such further period of time as may be agreed upon by the parties.

10.07

Job Posting

- (a)
 - i) Where a permanent full-time vacancy occurs in the classification within the bargaining unit or a new full-time position in the classification within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Clinical Educators in this bargaining unit, may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days. Where a vacancy under this provision has remained unfilled for a period of six (6) months from the date of the initial posting, and the employer still requires the position to be filled, it will be reposted as noted above.
 - ii) Where a permanent regular part-time vacancy occurs in the classification within the bargaining unit or a new regular part-time position in the classification within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Clinical Educators in this bargaining may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days. Where a vacancy under this provision has remained unfilled for a period of six (6) months from the date of the initial posting, and the employer still requires the position to be filled, it will be reposted as noted above.
 - iii) Absent exceptional circumstances, the hospital will endeavour to move Clinical Educators who have been selected for positions in accordance with Article 10.07 (c) and (d) into their positions within forty-five (45) days of their selection to the positions.
 - iv) A copy of all job postings will be provided to the Union at the time of posting.

- v) The job posting provisions take precedence over any recall rights that Clinical Educators may have under this Agreement, unless otherwise provided herein.

Where a full-time Clinical Educator on layoff is the successful candidate for a vacant part-time position, she or he shall retain recall rights to her or his former position in the full-time bargaining unit for a period of six (6) months from the date of her or his layoff. This shall also apply to a part-time Clinical Educator on layoff who is the successful candidate for a vacant full-time position. In these circumstances, the job posting provisions will not apply.

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

A list of vacancies filled in the preceding month under Articles 10.07 (a) and (b), and the names of the successful applicants, will be posted, with a copy provided to the Union. The Hospital will provide the Union with a list of unfilled previously posted vacancies at least every six (6) months. The Union will also be advised of any posted positions that have been rescinded by the Hospital in the preceding month. Unsuccessful applicants will be notified. The parties will ensure that there is a means of notifying the unsuccessful applicants in a timely manner.

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

- (c) Clinical Educators shall be selected for positions under either Article 10.07 (a) or (b) on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the Clinical Educators 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, will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that she or he cannot satisfactorily perform the job to which she or he was promoted or transferred, the Hospital will attempt, during the first sixty (60) tours (450 hours for Clinical Educators whose regular hours of work are other than the standard work day) worked from the date on which the Clinical Educator was first assigned to the vacancy, to return the Clinical Educator to her or his former job, and the filling of the subsequent vacancies will likewise be reversed. If the Clinical Educator requests the Hospital will give due consideration to returning the Clinical Educator to the Clinical Educator's former position, provided that the former position has not been filled or eliminated. Such request shall not be unreasonably denied. The Hospital will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

- (d) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to regular part-time Clinical Educators 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 Clinical Educator, consideration will be given to casual part-time Clinical Educators in the bargaining unit on the basis of seniority who are qualified to perform the work in question, prior to utilizing non-bargaining unit Clinical Educators supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time Clinical Educators 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 Clinical Educators fill temporary full-time vacancies, such Clinical Educators 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 Clinical Educator shall be reinstated to her or his former position unless the position has been discontinued, in which case the Clinical Educator shall be given a comparable job. Where the parties agree, full-time Clinical Educators may be considered for temporary full-time vacancies on the same basis as regular part-time Clinical Educators. 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 Clinical Educators selected and the anticipated duration of the vacancy, will be provided to the Union.
- (e) The Hospital shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the Clinical Educator selected to fill the vacancy to be assigned to the job.
- (f) A Clinical Educator selected as a result of a posted vacancy or a Request for Transfer need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of her or his selection. This does not apply to Clinical Educators applying for vacancies or requesting a transfer to full-time or regular part-time positions posted in accordance with Article 10.07 that are on their unit, or Clinical Educators who posted or transferred as a result of a layoff.
- (g) Where Clinical Educators are reassigned to meet patient care needs at the hospital, they will be reassigned to units or areas where they are qualified to perform the available work.

10.08

Layoff – Definition and Notice

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

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

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

- (b) A "short-term layoff" shall mean:
- i) a layoff resulting from a planned temporary closure of any part of the Hospital's facilities during all or part of the months of July and August (a "summer shutdown") or during the period between December 15th and January 15th inclusive (a "Christmas shutdown"); or
 - ii) a layoff resulting from a planned temporary closure, not anticipated to exceed six months in length, of any part of the Hospital's facilities for the purpose of construction or renovation; or
 - iii) any other temporary layoff which is not anticipated to exceed three (3) months in length.
- (c) A "long-term layoff" shall mean any layoff which is not a short-term layoff.
- (d) The Hospital shall provide the Union with no less than thirty (30) calendar days' notice of a short term layoff. Notice shall not be required in the case of a cancellation of all or part of a single scheduled shift, provided that Article 14.12 has been complied with. In giving such notice, the Hospital will indicate to the Union the reasons causing the layoff and the anticipated duration of the layoff, and will identify the Clinical Educators likely to be affected. If requested, the Hospital will meet with the Union to review the effect on Clinical Educators in the bargaining unit.

(e) Notice

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

- i) provide the Union with no less than five (5) months written notice of the proposed layoff or elimination of position; and
- ii) provide to the affected Clinical Educator(s), if any, no less than four (4) months written notice of layoff, or pay in lieu thereof.

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

The Hospital shall meet with the Union to review the following:

- i) the reasons causing the layoff;
- ii) the service which the Hospital will undertake after the layoff;

- iii) the method of implementation including the areas of cut-back and the Clinical Educators to be laid off; and
- iv) any limits which the parties may agree on the number of Clinical Educators who may be newly assigned to a unit or area.

10.09

Layoff – Process and Options

- (a) In the event of a layoff, Clinical Educators shall be laid off in the reverse order of seniority provided that the Clinical Educators who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary Clinical Educators shall be first laid off.

- (b) Clinical Educators shall have the following entitlements in the event of a layoff:

Prior to implementing a short-term layoff on a unit, Clinical Educators 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 Clinical Educator who has been notified of a short-term layoff may:

- (A) accept the layoff; or

- (B) opt to retire if eligible under the terms of the Hospital's pension plan as outlined in Article 17.04; or

- (C) elect to transfer to a vacant position, provided she or he is qualified to perform the available work; or

- (D) displace the least senior Clinical Educator in the bargaining unit whose work she or he is qualified to perform.

- ii) A Clinical Educator who has been notified of a long-term layoff may

- (A) accept the layoff; or

- (B) opt to retire if eligible under the terms of the Hospital's pension plan as outlined in Article 17.04; or

- (C) elect to transfer to a vacant position provided that she or he is qualified to perform the available work; or

- (D) displace another Clinical Educator who has lesser bargaining unit seniority whose work the Clinical Educator subject to layoff is qualified to perform.

- iii) In all cases of layoff:

- (A) Any agreement between the Hospital and the Union concerning the method of implementation of a layoff shall take precedence over the terms of this article. While an individual Clinical Educator 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 Clinical Educator has been transferred to another position, the affected Clinical Educator 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 Clinical Educator returns to her or his former position there shall be no obligation to consider the vacancy under Article 10.07. Where the Clinical Educator refuses the opportunity to return to her or his former position the Clinical Educator shall advise the Hospital in writing.
 - (C) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.
 - (D) All regular part-time and full-time Clinical Educators 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 Clinical Educator is hired into either category.
 - (E) Full-time and part-time layoff and recall rights shall be separate.
 - (F) Casual part-time Clinical Educators shall not be utilized while full-time or regular part-time Clinical Educators remain on layoff, unless the provisions of Article 10.10 have been complied with or unless the matter is covered by scheduling.
 - (G) No new Clinical Educators shall be hired until all those Clinical Educators who retain the right to be recalled have been given an opportunity to return to work.
 - (H) In this Article (10.09), a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.
 - (I) The option to "accept a layoff" as provided in this Article includes the right of a Clinical Educator to absent her or himself from the workplace.
- (c) i) Where there are vacant positions available under Article 10, but the Clinical Educator is not qualified to perform the available work, and if such Clinical Educator is not able to displace another Clinical Educator under Article 10, the Clinical Educator will be

provided with the necessary training up to sixteen (16) weeks' training to enable the Clinical Educator to become qualified for one of the vacant positions. In determining the position for which training will be provided the Hospital shall take account of the Clinical Educator's stated preference.

- ii) When Clinical Educators would otherwise be recalled pursuant to Article 10 but none of the Clinical Educators on the recall list are qualified to perform the available work the Hospital will provide necessary training up to sixteen (16) weeks to Clinical Educators, in order of seniority, to enable them to become qualified to perform the available work.
- iii) Where a Clinical Educator receives training under this provision, she or he need not be considered for any further vacancies for a period of six (6) months from the date she or he is placed in the position.

10.10 Recall from Layoff

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

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

full-time Clinical Educator accepts then to casual part-time Clinical Educators.

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

The acceptance of a temporary vacancy that is anticipated to exceed sixty (60) calendar days shall be considered a recall from layoff for purposes of Article 10.06(c). No new notice of layoff will be required and the Clinical Educator will be deemed to be laid off at the conclusion of the temporary vacancy.

A full-time Clinical Educator 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 Clinical Educator who has worked for more than six hundred (600) hours in one hundred forty (140) calendar days as the result of accepting one or more temporary vacancies shall thereafter be eligible for benefit coverage as a full-time Clinical Educator 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 Clinical Educator shall accrue seniority in the manner prescribed for full-time Clinical Educators throughout the period of employment.

Otherwise, a full-time Clinical Educator 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 Clinical Educators.

A full-time Clinical Educator 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 Clinical Educators.

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

10.11 Transfer outside of the Bargaining Unit

- (a) A Clinical Educator 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 Clinical Educator who is transferred to a position outside of the bargaining unit for a period of more than three (3) months, but not more than one (1) year shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the Clinical Educator 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 Clinical Educator 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 Clinical Educator 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 Clinical Educator is returned to a position in the bargaining unit, the Clinical Educator's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) It is understood and agreed that a Clinical Educator may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Hospital agrees that it will not make work assignments that violate the purpose and intent of this provision. The Hospital will advise the Union of the names of any Clinical Educators performing the duties of positions outside of the bargaining unit pursuant to Articles 10.11 and/or 19.04 (b), the date the assignment commenced, the area of assignment and the duration of such assignments.
- (e) A Clinical Educator who accepts a transfer under Article 10.11 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

10.12

Work of the Bargaining Unit / Agency Clinical Educators

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

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

- (b) The Hospital shall not contract out the work of a bargaining unit Clinical Educator if, as a result of such contracting out, any bargaining unit Clinical Educator other than a casual part-time Clinical Educator is laid off, displaced or loses hours of work or pay. Prior to contracting out any available work, the Hospital will first offer the work on the basis of seniority to regular part-time Clinical Educators in the bargaining unit. Contracting out to an employer who is organized and who will employ the Clinical Educators of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this provision.
- (c) The Hospital will not use agency employees to replace Clinical Educators

10.13 Integrations / Rationalization

To minimize the adverse impact of integration on Clinical Educators, 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 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 Hospital shall notify affected Clinical Educators and the Union as soon as a formal decision to rationalize or integrate is taken;
- (b) the Hospital 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 Hospital 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 Hospital shall notify affected Clinical Educators and the Union of the projected staffing needs, and their location, which are anticipated to result; notice to affected Clinical Educators 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 Hospital are to be reduced, transferred or eliminated as the result of rationalization or integration, or if the employment of Clinical Educators is otherwise to be affected, the Hospital shall prepare a list of the affected Clinical Educators in order of seniority by jobs for which it considers such Clinical Educators are eligible. This list will be updated to reflect any changes due to Clinical Educators leaving or entering the unit;
- (f) if a rationalization or integration is anticipated to result in a loss of employment for Clinical Educators at another service provider by reason of the establishment of a new unit or the enlargement or extension of services at the hospital:
 - i) in the period before an integration or rationalization takes place, where a permanent vacancy occurs and has not been filled after Article 10.07 has been complied with, the vacancy shall be filled by the senior qualified Clinical Educator of the other service provider who wishes to make an early transfer. A Clinical Educator taking such a position shall be treated as a transferring Clinical Educator and not as a new hire;

- ii) when the integration or rationalization takes place, and when Clinical Educators formerly employed by the other service provider or providers involved are transferred to the Hospital, such Clinical Educators shall maintain their seniority dates and shall be placed on seniority lists at the Hospital accordingly. Thereafter they shall exercise seniority rights in accordance with this agreement. Following implementation of the rationalization or integration, no Clinical Educator who has been transferred to the Hospital shall suffer a reduction in wages. If the wage grid in effect at the Hospital does not correspond to the grid in effect at the service provider at which such Clinical Educators were formerly employed, Clinical Educators whose wages were not identical to a wage step on the Hospital's grid shall be moved to the next higher step. Where the transferring Clinical Educator's salary exceeds the range maximum, the Clinical Educator's salary will be maintained;
 - iii) Clinical Educators who have been transferred to the Hospital shall be subject to the benefit plans of the Hospital in the manner provided under the collective agreement. The retention, modification or abandonment of superior conditions and the provisions of sick leave plans, to which Clinical Educators who have been transferred to the Hospital were formerly subject, shall be negotiated between the Union and the Hospital. Clinical Educators who have been transferred to the Hospital shall retain their former level of vacation entitlement or shall be entitled to the level provided by this agreement, whichever is the greater;
 - iv) hours of work shall be those of the Hospital;
 - v) a Clinical Educator who has been transferred to the Hospital and who has not completed her or his probationary period at the service provider where she or he was formerly employed shall receive credit for her or his service during such probationary period, and shall complete the balance of the probationary period required by this agreement. No new probationary period shall be served by a Clinical Educator who has been transferred to the Hospital;
- (g) If an integration or rationalization is anticipated to result in the creation of employment for Clinical Educators at another service provider by reason of the establishment of a new unit or the enlargement, transfer or extension of services at that service provider:
- i) notice of positions at the other service provider shall be posted at the hospital for a period of seven (7) consecutive calendar days. Clinical Educators in this bargaining unit may make written application for such vacancy within the seven (7) day period referred to herein;
 - ii) Clinical Educators shall be selected for positions on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the Clinical Educators 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, will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that she or he cannot satisfactorily perform the job to which she or he was promoted or transferred, the Hospital will attempt, during the first sixty (60) tours (four hundred fifty (450) hours for Clinical Educators whose regular hours of work are other than the standard work day) worked from the date on which the Clinical Educator was first assigned to the vacancy, to return the Clinical Educator to her or his former job, and the filling of the subsequent vacancies will likewise be reversed.

Nothing in the foregoing shall be deemed to limit or restrict the parties rights under the *Labour Relations Act, 1995*, the *Health System Integration Act* or the *Public Sector Labour Relations Transition Act, 1997*, as may be amended from time to time.

10.14 Human Resource Plans, Retirement and Separation Allowances

- (a) 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 a hospital which is also bound by this collective agreement as well as the Human Resources Plan. In other circumstances, the balance of this Article will apply.
- (b) Before issuing notice of long-term layoff pursuant to Article 10.08(e)(ii), and following notice pursuant to Article 10.08(e)(i), the Hospital will make offers of retirement allowance in accordance with the following conditions:
 - i) The Hospital will first make offers in order of seniority on the unit(s) and within the classification where layoffs would otherwise occur.
 - ii) The Hospital will make offers to Clinical Educators eligible for retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the hospital pension plan).
 - iii) The number of retirements the Hospital approves will not exceed the number of Clinical Educators who would otherwise be laid off.

A Clinical Educator 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 Clinical Educator(s) on the unit referred to in paragraph (i) does not accept the offer, the Hospital will then extend the offer, in order of seniority, to eligible Clinical Educators in the same classification in the unit where a Clinical Educator who has been notified of a long-term lay-off elects to displace in accordance with Article 10.09 (b) ii) (D) and one subsequent displacement. The Hospital is not required to offer retirement allowances in accordance with this provision on any subsequent displacements

i.e., the offer shall follow the displaced Clinical Educator, to a maximum of two displacements.

- (c) Where a Clinical Educator has received individual notice of long-term layoff under Article 10.08 such Clinical Educator may resign and receive a separation allowance as follows:
- i) Where an Clinical Educator 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 Clinical Educator resigns effective later than thirty (30) days after receiving individual notice of long-term layoff, she or he shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

10.15 Labour Adjustment Service Provider

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

NOTE 1: Seniority lists and layoff and recall rights of part-time Clinical Educators shall be separate from full-time Clinical Educators.

ARTICLE 11 – LEAVES OF ABSENCE

11.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by their Manager or designate. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

11.02 a) Leave for Union Business

The Hospital agrees to grant leaves of absence, without pay, to Clinical Educators selected by the Union to attend Union business including conferences, conventions and Provincial Committee meetings and to any Clinical Educator elected to the position of Co-ordinator. The cumulative total leave of absence, the amount of notice, the number of Clinical Educators that may be absent at any time from one area and the number of days (including those of the Co-ordinator) is set out in the Appendix of Provisions. During such leave of absence, a Clinical Educator's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital in the amount of the daily rate of the full-time Clinical Educator or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a

part-time Clinical Educator except for Provincial Committee meetings which will be reimbursed by the Union. The Hospital will bill the Union within a reasonable period of time. Part-time Clinical Educators will receive service and seniority credit for all leaves granted under this Article.

b) ONA Staff Leave

Upon application in writing by the Union on behalf of a Clinical Educator to the Hospital, an unpaid leave of absence may be granted to such Clinical Educator 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 10.04, there shall be no loss of service or seniority for an employee during such leave. It is understood that during such leave the Clinical Educator shall be deemed to be an employee of the Ontario Nurses' Association. The Clinical Educator 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 Clinical Educator shall be reinstated to her or his former position, unless that position has been discontinued in which case Article 10 of the Collective Agreement will apply.

11.03 Leave, Board of Directors

A Clinical Educator who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as she or he may require to fulfill the duties of the position. Reasonable notice – sufficient to adequately allow the Hospital to minimize disruption of its services shall be given to the Hospital for such leave of absence. Notwithstanding Article 10.04, there shall be no loss of seniority or service for a Clinical Educator during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in Article 11.02 above. During such leave of absence, the Clinical Educator's salary and applicable benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary and nineteen percent (19%) of salary in lieu of applicable benefits.

11.04 Leave, President, O.N.A.

Upon application in writing by the Union on behalf of the Clinical Educator to the Hospital, a leave of absence shall be granted to such Clinical Educator elected to the office of President of the Ontario Nurses' Association. Notwithstanding Article 10.04, there shall be no loss of service or seniority for a Clinical Educator during such leave of absence. During such leave of absence, the Clinical Educator's salary and applicable benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the Clinical Educator shall be deemed to be an Employee of the Ontario Nurses' Association. The Clinical Educator 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.

Notwithstanding the above, the Hospital and the Union may make alternate arrangements in respect to salary and benefit continuation.

11.05 Bereavement Leave

A Clinical Educator who notifies the Hospital as soon as possible following a bereavement shall be granted four (4) consecutive working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral or a memorial service (or equivalent) of a member of her or his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse or grandchild. A Clinical Educator shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew. "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. "Immediate family" and "In-laws" as set out above shall include the relatives of "spouses" as defined herein. Where a Clinical Educator does not qualify under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay, particularly where extensive travel is required.

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

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

11.06 Jury & Witness Duty

- (a) If a full-time or part-time Clinical Educator 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 Clinical Educator's duties at a hospital, or is required to attend a coroner's inquest in connection with a case arising from the Clinical Educator's duties at ~~the~~ a hospital, or is required by subpoena to appear as a witness before the professional college of the Clinical Educator, the Clinical Educator shall not lose service/seniority or regular pay because of such attendance and shall not be required to work the night shift prior to, or on the day of such duty provided that the Clinical Educator:
- i) notifies the Hospital immediately on the Clinical Educator's notification that she or he will be required to attend court;
 - ii) presents proof of service requiring the Clinical Educator's attendance;
 - iii) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

In addition, where a full-time Clinical Educator or regular part-time Clinical Educator is selected for jury duty for a period in excess of one (1) week, she or he shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the Clinical Educator shall

be returned to that point on her or his former schedule that is considered appropriate by the Hospital. It is understood and agreed that the parties may agree to different scheduling arrangements for the first week of jury and witness duty.

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

- (b) Where the Hospital requires a Clinical Educator to attend any meetings in preparation for a case or legal proceedings which either arises from a Clinical Educator's employment with the Hospital or otherwise involves the Hospital, the Hospital will make every reasonable effort to schedule such meetings at the Hospital during the Clinical Educator's regularly scheduled hours of work. If the Clinical Educator is required to attend such meetings outside of her or his regularly scheduled hours, the Clinical Educator shall be paid for all hours spent in such meetings at her or his regular straight time hourly rate of pay.

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

11.07

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. A Clinical Educator who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months' duration, inclusive of any parental leave.
- (b) The Clinical Educator shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The Clinical Educator shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least four (4) weeks in advance thereof. The Clinical Educator shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Clinical Educators newly hired to replace Clinical Educators who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the Clinical Educator shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The Clinical Educator shall be credited with tours worked (hours worked for Clinical Educators whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 (a) to a maximum of thirty (30) tours (two hundred twenty-five (225) hours for Clinical Educators whose regular hours of work are other than the standard work day).

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

- (e) The Hospital may request a Clinical Educator to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a Clinical Educator who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Hospital of the Clinical Educator's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The Clinical Educator's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time Clinical Educator shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

The Clinical Educator does not have any vested right except to receive payments for the covered employment insurance 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 Clinical Educators based on the Clinical Educator's normal weekly hours for the full duration of the pregnancy leave in addition to pension contributions if applicable.

11.08

Parental Leave

- (a) A Clinical Educator who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) A Clinical Educator who has taken a pregnancy leave under Article 11.07 is eligible to be granted a parental leave of up to thirty-five (35) weeks' duration, in accordance with the *Employment Standards Act*. A Clinical Educator who is eligible for a parental leave may extend the parental leave for a period of up to twelve (12) months' duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the Clinical Educator shall advise the hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending

adoption. If, because of late receipt of confirmation of the pending adoption, the Clinical Educator finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (c) The Clinical Educator shall be reinstated to her or his former position, unless that position has been discontinued, in which case the Clinical Educator shall be given a comparable job.
- (d) Clinical Educators newly hired to replace Clinical Educators who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the Clinical Educator shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The Clinical Educator shall be credited with tours worked (hours worked for Clinical Educators whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 (a) to a maximum of thirty (30) tours (two hundred twenty-five (225) hours for Clinical Educators whose regular hours of work are other than the standard work day).

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

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

The Clinical Educator does not have any vested right except to receive payments for the covered employment insurance 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 Clinical Educators based on the Clinical Educator's normal

weekly hours for the portion of the parental leave for which SUB payments are being made, i.e. twelve (12) weeks, in addition to pension contributions if applicable.

11.09 Education Leave

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

- (a) Leaves of absence, without pay, for the purposes of furthering professional career development may be granted on written application by the Clinical Educator to the applicable Director. Requests for such leave will not be unreasonably denied.
- (b) A full-time or regular part-time Clinical Educator 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 required in any recognized course in which Clinical Educators are enrolled to enhance their nursing and allied health professional 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.

The Clinical Educator agrees to notify the immediate manager of the date of the examination as soon as possible after she or he has become aware of the date of the exam.

- (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 career development may be granted at the discretion of the Hospital upon written application by the Clinical Educator to the Nursing and Allied Health Director.
- (d) Regular part-time Clinical Educators 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.

11.10 Professional leave with pay will be granted to full-time and regular part-time Clinical Educators who are elected to the professional college of the Clinical Educator to attend scheduled meetings of the professional college of the Clinical Educator.

Regular part-time Clinical Educators who are elected to the professional college of the Clinical Educator will be credited with seniority and service for all such hours paid as provided above.

11.11 Pre-Paid Leave Plan

The Hospital agrees to introduce a pre-paid leave program, funded solely by the Clinical Educator, subject to the following terms and conditions:

- (a) The plan is available to Clinical Educators wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the *Income Tax Regulations*, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The Clinical Educator must make written application to the applicable Director at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of Clinical Educators that may be absent at any one time will be a minimum of two (2). The year for purposes of the program shall be September 1st of one year to August 31st the following year or such other twelve (12) month period as may be agreed upon by the Clinical Educator, the Union and the Hospital.
- (d) Written applications will be reviewed by the applicable Director. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the Clinical Educator's gross annual earnings will be deducted and held for the Clinical Educator and will not be accessible to her or him until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the Clinical Educator at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the Clinical Educator.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Full-time Clinical Educators shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. Full-time Clinical Educators will not be eligible to participate in the disability income plan during the year of leave.
- (i) A Clinical Educator may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to their Manager. Deferred salary, plus accrued interest, if any, will be returned to the Clinical Educator, within a reasonable period of time.
- (j) If the Clinical Educator terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the Clinical Educator within a reasonable period of time. In case of the Clinical Educator's death, the funds will be paid to the Clinical Educator's estate.

- (k) The Hospital will endeavour to find a temporary replacement for the Clinical Educator as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the Clinical Educator as much notice as is reasonably possible. The Clinical Educator 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 Clinical Educator within a reasonable period of time.
- (l) The Clinical Educator will be reinstated to her or his former position unless the position has been discontinued, in which case the Clinical Educator shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the Clinical Educator entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the Clinical Educator's pay. Such agreement will include:
 - i) A statement that the Clinical Educator is entering the pre-paid leave program in accordance with Article 11.11 of the Collective Agreement;
 - ii) The period of salary deferral and the period for which the leave is requested;
 - iii) The manner in which the deferred salary is to be held.

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

NOTE: The parties may agree to a time frame that is different from that referenced in (a) above, in which case the provisions of this article will apply with the necessary changes.

11.12

Secondments

- (a) A Clinical Educator who is seconded from the Hospital 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 10.04 there shall be no loss of seniority or service during such leave. Subject to the agreement of the agency to which the Clinical Educator is seconded, the Clinical Educator's salary and applicable benefits shall be maintained by the Hospital and the Hospital shall be reimbursed for the full cost of salary and applicable benefits by the agency to which the Clinical Educator is seconded. The Clinical Educator agrees to notify the Hospital of her or his intention to return to work at least two (2) weeks prior to the date of such return.
- (b) The Hospital shall seek the Union's agreement to establish secondment arrangements. Such agreement shall not be unreasonably denied. The terms and conditions will be established by agreement of the parties.

A Clinical Educator 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 10.12, the parties also agree that a hospital may allow a Clinical Educator from another Employer to be seconded to the hospital for a period not greater than one (1) year. It is understood that this Clinical Educator remains the Clinical Educator of the sending Employer and is subject to the terms and conditions of employment of that Employer. If the seconded Clinical Educator is not covered by an ONA collective agreement, the Hospital will ensure that the Union receives the equivalent of the dues remittance for all such workers.

- 11.13 (a) 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.
- (b) A Clinical Educator who is on Family Medical Leave shall continue to accumulate seniority and service and the Hospital will continue to pay its share of the premiums of the subsidized Clinical Educator benefits, including pension, in which the Clinical Educator is participating during the leave.
- (c) Subject to any changes in a Clinical Educator's status which would have occurred had he or she not been on Family Medical Leave, the Clinical Educator shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

11.14 Military Leave

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

ARTICLE 12 – SICK LEAVE AND LONG-TERM DISABILITY

(Articles 12.01 to 12.11 apply to full-time Clinical Educators only)

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

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

- 12.02 Effective the first of the month following the transfer, all existing sick leave plans shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter. Notwithstanding the preceding, an Employee who is absent on sick leave or LTD will continue to be covered by the former sick leave/LTD plan until she/he qualifies for HOODIP Short or Long Term Disability.
- 12.03 When a Clinical Educator has completed any portion of her or his regularly scheduled tour prior to going on sick leave benefits or WSIB benefits, the Clinical Educator shall be paid for the balance of the tour at her or his regular straight time hourly rate. This provision will not disentitle the Clinical Educator to a lieu day under Article 15.05 if she or he otherwise qualifies.
- 12.04 Any dispute which may arise concerning a Clinical Educator'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 Clinical Educator is required to use the carrier's medical appeals process, if available to the Clinical Educator, to attempt to resolve disputes. The Union may file a grievance on the Clinical Educator's behalf, but the arbitration hearing of the grievance will not occur until the determination of the Clinical Educator's appeal, or within 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.
- 12.05 No sick pay benefit is payable under HOODIP for the first fifteen (15) hours of absence for the sixth (6th) and subsequent period(s) of absence in the same fiscal year (April 1st through March 31st).
- 12.06 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 12.07 A Clinical Educator 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 WSIB benefits for a period longer than one complete tour or more may apply to the Hospital for payment equivalent to the lesser of the benefit the Clinical Educator would receive from WSIB if the Clinical Educator's claim was approved, or the benefit to which the Clinical Educator 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 Clinical Educator provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workplace Safety and Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the Clinical Educator would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

(Articles 12.08 to 12.10 apply to both full-time and part-time Clinical Educators)

- 12.08 Clinical Educators returning to work from an illness or injury compensable from the Workplace Safety and Insurance Board will be assigned light work as necessary, if available.

12.09 If the Employer requires the Clinical Educator 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 Clinical Educator practitioner and/or midwife in the context of the Clinical Educator's pregnancy.

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

12.10 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 Hospital 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 11 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

ARTICLE 13 – HOURS OF WORK

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

Subject to Article 13.02 below:

- (a) The normal daily tour shall be seven and one-half (7½) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (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 fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 14.
- (b) Clinical Educators shall be entitled, subject to the exigencies of patient care, to relief periods during the tour on the basis of fifteen (15) minutes for each half tour. The scheduling of meal periods and relief periods shall be determined by negotiations.
- (c) The regular daily tours of duty of a full-time Clinical Educator shall average five (5) days per week over the Clinical Educator schedule determined by the Hospital. Full-time schedules shall be determined by negotiation.
- (d) Where a Clinical Educator notifies her or his supervisor that she or he has been or will be unable to take the normal lunch break due to the

requirement of providing Clinical Education services, such Clinical Educator shall be paid time and one half (1½) her or his regular straight time hourly rate for all time worked in excess of her or his normal daily hours.

- (e) The Hospital shall not enter into any agreement with Clinical Educators under Section 17(2) of the Employment Standards Act, 2000 that conflicts with the collective agreement.

13.02 Where Clinical Educators are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.

The normal daily extended tour shall be eleven and one quarter (11.25) consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.

Clinical Educators shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of forty-five (45) minutes.

The scheduling of meal and relief periods shall be determined by negotiations.

The introduction or discontinuance of longer daily tours shall be determined by negotiations.

Where the Union and the Hospital agree to an extended daily tour that differs from the normal daily extended tour, the provisions set out in this agreement shall be adjusted accordingly and recorded in Appendix 4.

13.03 Innovative Unit Scheduling

Schedules other than those included in Articles 13.01 and 13.02 may be developed in order to improve quality of working life, support continuity of patient care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules may be determined by the Hospital and the Union subject to the following principles:

- (a) Such schedules shall be established by mutual agreement of the Hospital and the Union;
- (b) These schedules may pertain to full-time and/or part-time Clinical Educators;
- (c) The introduction of such schedules and trial periods, if any, shall be determined by the parties and recorded in Appendix 4. Such schedules may be discontinued by either party with notice as determined within the Appendix of Provisions;
- (d) Upon written agreement of the Hospital and the Union, the parties may agree to amend collective agreement provisions to accommodate any innovative unit schedules.

13.04 Weekend Schedule

A unit weekend schedule may be developed in order to meet the Hospital's need for weekend staff, and individual Clinical Educators' preference for a weekend work schedule.

A unit weekend schedule is defined as a schedule in which a full-time Clinical Educator works a weekly average of thirty (30) hours and is paid for thirty-seven and one half (37.5) hours at her or his regular straight time hourly rate. The schedule must include two (2) eleven and one quarter (11.25) hour tours, which fall within a weekend period as determined by the Hospital and the Union. A Clinical Educator working a weekend schedule will work every weekend except as provided for in the provisions below.

If the Hospital and the Union agree to a unit weekend schedule, the introduction of that schedule and the manner in which the position(s) are filled, shall be determined by the parties and recorded in Appendix 4. This unit schedule may be discontinued by either party with notice as determined within Appendix 4. Such agreement shall not be unreasonably withheld. The opportunity for an individual Clinical Educator to discontinue this schedule shall be resolved by the parties:

- (a) Weekend and shift premiums shall not be paid;
- (b) Vacation Bank

Vacation entitlement is determined by Article 16.01. For the purposes of Article 16.01(f), hours worked or credited as paid leave will be based on an accelerated rate of one and one quarter (1.25) hours credit for each hour worked.

Mechanism for the vacation bank is determined by current practices.

Drawing from the vacation bank will occur at an accelerated rate of one and one quarter (1.25) paid hours for every hour taken as vacation (i.e. 11.25 hours worked equals 14.0625 hours paid; 7.5 hours worked equals 9.375 hours paid).

Vacation must be taken as a full weekend off (i.e. Saturday and Sunday). The maximum number of weekends off cannot exceed the week entitlement level determined by Article 16.01.

Single vacation days may be taken on weekdays, which need not be in conjunction with the Saturday and Sunday. Single vacation days may be taken on the weekend, provided no replacement is required.

Cash-out and carry-over provisions for the bank will be defined. Article 16.05(a), (b) and (c) do not apply.

- (c) Paid Holiday Bank

Clinical Educators qualify in accordance with the collective agreement. The paid holidays are identified in Appendix 4.

Credit to the paid holiday bank will occur on the date of the holiday.

Drawing from the paid holiday bank will occur at an accelerated rate of one and one quarter (1.25) hours paid for every hour taken (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid).

If a Clinical Educator works on a paid holiday as defined by the parties, she or he will receive one and one-half (1.5) pay for all hours worked on a holiday. The Clinical Educator will not receive a lieu day. Article 14.04 also applies.

The holiday bank can be used as income replacement for absences due to illness or for lieu time off on a weekday.

Cash-out and carry-over provisions for the bank will be resolved.

(d) Sick Leave

The Clinical Educator may utilize the paid holiday bank as income replacement for absences due to illness, as described in Article (c) above.

The Clinical Educator is eligible for long-term disability benefits as described in Article 12. A Clinical Educator will not receive pay for the first seventeen (17) weeks of any period of absence due to a legitimate illness. Subject to the availability of paid holiday banked hours, the Clinical Educator will be eligible for Employment Insurance for weeks three (3) through seventeen (17) for any absence due to a legitimate illness. The Hospital will provide the Clinical Educator with sixty-five (65%) percent of her or his regular earnings for weeks eighteen (18) through thirty (30) for any absence due to a legitimate illness.

Clinical Educators may be required to provide medical proof of illness for any absence of a scheduled shift, which is neither vacation nor an approved leave of absence. It is agreed and understood that Article 18.04 will apply in these circumstances.

The provision of medical certificates shall be subject to Article 12.10.

(e) Leaves of Absence

Article 11 applies for both paid and unpaid leaves. For the purposes of an unpaid eleven and one quarter (11.25) hour shift, the deduction from pay shall equate to 14.05 hours. For the purposes of an unpaid seven and one half (7.5) hour shift, the deduction from pay shall equate to 9.375 hours.

(f) Tour Exchange

Weekend tour exchanges will be permitted only between weekend tour Clinical Educators. Weekday tour exchanges will be permitted provided the Hospital does not incur additional costs.

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

(g) Overtime

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

Overtime will apply if the Clinical Educator works in excess of the normal daily hours.

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

(h) Scheduling Provisions

The scheduling and premium provisions relating to consecutive weekends off in Appendix 4 do not apply to Clinical Educators who accept positions under this provision.

(i) Christmas Period

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

13.05 Individual Special Circumstance Arrangements

Notwithstanding Article 2.02, the Hospital and the Union may agree in certain circumstances, the schedule of an individual full-time Clinical Educator may be adjusted to enable an average weekly work assignment of 30 to 37.5 hours.

- (a) Such an arrangement shall be established by mutual agreement of the Hospital and the Union and the Clinical Educator affected. The parties agree that the arrangement applies to an individual, not to a position.
- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Hospital and the Union. The Clinical Educator 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 thirty-seven and one half (37.5) hours per week pension contributions made by a Clinical Educator and/or the Hospital 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)

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

ARTICLE 14 – PREMIUM PAYMENT

- 14.01 (a) (Article 14.01(a) applies to full-time Clinical Educators only.)

If a Clinical Educator is authorized to work in excess of the hours referred to in Article 13.01 (a) or (c), she or he shall receive overtime premium of one and one-half (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 Clinical Educator is engaged in reporting functions at the end of her or his normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 13.01 (a) and (c) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the Clinical Educator to payment of the normal tour differential provided herein. For purpose of clarity, a Clinical Educator 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 Clinical Educator shall receive two (2) times her or his straight time hourly rate. The Hospital agrees that if the Collective Agreement provided a greater overtime premium for overtime work immediately prior to this Agreement, the Hospital will continue to pay such greater overtime premium. This is not intended to entitle the Clinical Educator to be paid for work performed while engaged in the reporting functions as provided herein.

- (b) (Article 14.01(b) applies to part-time Clinical Educators only.)

If a part-time Clinical Educator is authorized to work in excess of the hours referred to in Article 13.01 (a), she or he shall receive overtime premium of one and one-half (1½) times her or his regular straight time hourly rate. A part-time Clinical Educator (including casual Clinical Educators but not including part-time Clinical Educators 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) her or his regular straight time hourly rate for all hours worked in excess of seventy-five (75). A part-time Clinical Educator who is filling a temporary full-time vacancy shall receive time and one-half (1½) her or his regular straight time hourly rate for all hours worked in excess of an average of thirty-seven and one half (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 Clinical Educator's transfer to the temporary full-time position and will end at the conclusion of the two week period prior to the Clinical Educator's return to her or his former position. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the Clinical Educator is engaged in reporting functions at the end of her or his normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 13.01 (a) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will

disentitle the Clinical Educator 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 Clinical Educator to be paid for work performed while engaged in the reporting functions as provided herein.

- 14.02 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in tour on the request of a Clinical Educator or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two Clinical Educators.
- 14.03 Work scheduled by the Hospital to which a premium is attached under scheduling regulations contained in the Collective Agreement and set out in Appendix 4 shall be paid at one and one-half (1½) times the Clinical Educator's regular straight time hourly rate or as otherwise provided.
- 14.04 Where a Clinical Educator is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of time and one-half (1½) the Clinical Educator's regular straight time hourly rate as a result of 14.03 above and the Clinical Educator is required to work additional hours following her or his full tour on that day (but not including hours on a subsequent regularly scheduled tour for such Clinical Educator) such Clinical Educator shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked. Where a Clinical Educator is called back from standby and works in excess of the hours of a normal shift on her or his unit, such Clinical Educator shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked.
- 14.05 A Clinical Educator who reports for work as scheduled, unless otherwise notified by the Hospital, shall receive a minimum of four (4) hours' pay at her or his regular straight time hourly rate. The Clinical Educator shall be required to perform any Clinical Educator duties assigned by the Hospital which she or he is capable of doing, if her or his regular duties are not available.
- 14.06 Where a full-time or regular part-time Clinical Educator has completed her or his regularly scheduled tour and left the hospital and is called in to work outside her or his regularly scheduled working hours, or where a Clinical Educator is called back from standby, such Clinical Educator shall receive time and one-half (1½) her or his regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1½) her or his regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her or his regularly scheduled shift. In such a case, the Clinical Educator will receive time and one-half (1½) her or his regular straight time hourly rate for actual hours worked up to the commencement of her or his regular shift.
- 14.07 A Clinical Educator 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 thirty cents (\$3.30) per hour for the period of standby scheduled by the Hospital. Where such standby duty falls on a paid holiday, as set out in the Appendix 4, the Clinical Educator shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour. Standby pay shall, however, cease where the Clinical Educator is called in to work under Article 14.06 above and works during the period of standby.

14.08 The regular straight time hourly rate for a full-time or part-time Clinical Educator will be the hourly rate in the wage schedule set forth in Appendix 2.

14.09 Where a full-time Clinical Educator has worked and accumulated approved hours for which she or he is entitled to be paid premium pay (other than hours relating to working on paid holidays) such full-time Clinical Educator shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e., where the applicable rate is time and one-half [$1\frac{1}{2}$] then time off shall be at time and one-half [$1\frac{1}{2}$]). Where a full-time Clinical Educator chooses equivalent time off such time off must be taken within the period set out in the Appendix 4 or payment in accordance with the former option shall be made.

The application of this clause for part-time Clinical Educators will be determined by the parties.

14.10 A Clinical Educator shall be paid a shift premium of two dollars and ten cents (\$2.10) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and fifty cents (\$2.50) 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 Clinical Educator's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of seven and one half (7.5) hours. The defined hours of a night and evening shift shall be a matter for negotiation.

14.11 (a) (Article 14.11(a) applies to full-time Clinical Educators only.)

The posting of work schedules shall be as set out in the Appendix 4. It shall be the responsibility of the Clinical Educator to consult posted work schedules. The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the Clinical Educator. Where less than forty-eight (48) hours' notice is given personally to the Clinical Educator, time and one-half ($1\frac{1}{2}$) of the Clinical Educator's regular straight time hourly rate will be paid for all hours worked on the Clinical Educator's next shift worked.

Where less than forty-eight (48) hours' notice is given personally to the Clinical Educator for the cancellation of a shift that was added to her or his schedule, time and one half ($1\frac{1}{2}$) the Clinical Educator's straight time hourly rate will be paid on the Clinical Educator's next shift worked. This shall not include shifts added to her or his schedule within the same forty-eight (48) hour notice period.

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

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

- (b) (Article 14.11(b) applies to part-time Clinical Educators only.)
- i) The posting of work schedules for regular part-time Clinical Educators shall be determined by negotiations. It shall be the responsibility of the regular part-time Clinical Educator to consult posted work schedules. The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the regular part-time Clinical Educator.
 - ii) Where less than twenty-four (24) hours' notice is given personally to the regular part-time Clinical Educator, time and one-half (1½) of the Clinical Educator's regular straight time hourly rate will be paid for all hours worked on the Clinical Educator's next shift worked.

Where less than twenty-four (24) hours' notice is given personally to the Clinical Educator for the cancellation of a shift that was added to her or his schedule, time and one half (1½) the Clinical Educator's straight time hourly rate will be paid on the Clinical Educator's next shift worked. This shall not include shifts added to her or his schedule within the same twenty-four (24) hour notice period.

Such changes shall not be considered a lay off.

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

Where a shift attracts premium pay pursuant to this provision is otherwise a premium paid tour, she or he will be paid two (2) times her or his straight time hourly rate for all hours worked on that tour.
 - iii) Where a Clinical Educator is called in to work a regular shift less than two (2) hours prior to the commencement of the shift, and arrives within one (1) hour of the commencement, then the Clinical Educator will be paid for a full tour provided that the Clinical Educator works until the normal completion of the tour.
 - iv) Casual part-time Clinical Educators whose work schedule has been pre-scheduled and whose schedule is changed with less than twenty-four (24) hours' notice then paragraph (b) – shall apply to casual part-time Clinical Educators.
- (c) Where a hospital is encountering problems around the provision of personal notice to Clinical Educators, the parties will endeavour to resolve these concerns at the Clinical Educators' Hospital-Association Committee.

- 14.12 When a Clinical Educator is required to travel to the hospital or to return home as a result of reporting to or off work between the hours of 2400 – 0600 hours, or at any time while on standby, the Hospital will pay transportation costs either by taxi or by the Clinical Educator's own vehicle at the rate of twenty-two cents (\$0.22) per kilometre or hospital policy whichever is greater or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The Clinical Educator will provide to the Hospital satisfactory proof of payment of such taxi fare.
- 14.13 A Clinical Educator who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, but shall be provided at the time of the meal period with a hot meal or six dollars (\$6.00) if the Hospital is unable to provide the hot meal. Other Clinical Educators required to work more than two (2) hours overtime on the same day they have worked a full tour shall, after the two (2) hours, receive a one half (½) hour paid meal period and shall be provided with a hot meal or six dollars (\$6.00) if the Hospital is unable to provide the hot meal.
- 14.14 A Clinical Educator shall be paid a weekend premium of two dollars and sixty-five cents (\$2.65) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as the parties may agree upon. If a Clinical Educator is receiving premium pay under Article 14.03, pursuant to a scheduling regulation with respect to consecutive weekends worked, the Clinical Educator will not receive weekend premium under this provision.

ARTICLE 15 – PAID HOLIDAYS

(Articles 15.01 to 15.07 apply to full-time Clinical Educators only.)

- 15.01 A Clinical Educator who otherwise qualifies under Article 15.02 hereunder shall receive twelve (12) paid holidays as designated in the Appendix 4.
- In the event that the Provincial Government declares an additional holiday (such as Heritage Day) during the term of this Agreement, such holiday will be substituted for one of the above-mentioned holidays. The designation of the additional holiday for an existing holiday shall be subject to determination and such designation shall not add to the present number of holidays.
- 15.02 In order to qualify for pay for a holiday, a Clinical Educator shall complete her or his full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Hospital or the Clinical Educator was absent due to:
- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
 - (b) vacation granted by the Hospital;
 - (c) the Clinical Educator's regular scheduled day off;
 - (d) a paid leave of absence provided the Clinical Educator is not otherwise compensated for the holiday.

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

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

15.04 Subject to Article 15.02:

(a) Where a holiday falls during a Clinical Educator's scheduled vacation period, the Clinical Educator's vacation shall be extended by one (1) day unless the Clinical Educator and the Hospital agree to schedule a different day off with pay.

(b) Where a holiday falls on a Clinical Educator's scheduled day off an additional day off with pay will be scheduled.

15.05 A Clinical Educator required to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1½) the Clinical Educator's regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 14.04. In addition, the Clinical Educator will receive a lieu day off with pay in the amount of her or his regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 13.01 (a).

NOTE: Clinical Educators on extended tours shall receive twelve (12) lieu days off to consist of seven and one-half (7.5) hours each.

15.06 Where a Clinical Educator is entitled to a lieu day under Article 15.04 or 15.05 above, such day off must be taken within a period as set out in the Appendix 4 or payment shall be made in accordance with Article 15.03.

15.07 Hospitals presently providing additional paid holidays shall continue to provide such additional holidays.

15.08 (Article 15.08 and the note following Article 15.08 apply to part-time Clinical Educators only)

If a regular or casual part-time Clinical Educator works on any of the holidays listed in Article 15.01 of this Agreement, she or he shall be paid at the rate of time and one-half (1½) her or his regular straight time hourly rate (as set out in the Wage Schedule) for all hours worked on such holiday, subject to the application of Article 14.04 regarding hours worked in addition to her or his full tour.

ARTICLE 16 – VACATIONS

(Articles 16.01 to 16.05 apply to full-time Clinical Educators only.)

16.01 All Clinical Educators shall receive vacations with pay based on length of full-time continuous service as follows:

- (a) Clinical Educators who have completed less than one (1) year of full-time continuous service (as of the date for determining vacation entitlement in the Hospital) shall be entitled to a vacation on the basis of one and one-quarter (1.25) days (9.375 hours for Clinical Educators whose regular hours of work are other than the standard work day) for each completed month of service with pay in the amount of six percent (6%) of gross earnings.
- (b) Clinical Educators who have completed one (1) or more years of full-time continuous service (as of the date for determining vacation entitlement in the Hospital) shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay (112.5 hours' pay for Clinical Educators whose regular hours of work are other than the standard work day), provided the Clinical Educator works or receives paid leave for a total of at least one thousand five hundred twenty-five (1,525) hours in the vacation year.
- (c) Clinical Educators who have completed three (3) or more years of full-time continuous service (as of the date for determining vacation entitlement in the Hospital) shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay (150 hours' pay for Clinical Educators whose regular hours of work are other than the standard work day), provided the Clinical Educator works or receives paid leave for a total of at least one thousand five hundred twenty-five (1,525) hours in the vacation year.
- (d) Clinical Educators who have completed eleven (11) or more years of full-time continuous service (as of the date for determining vacation entitlement in the Hospital) shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay (187.5 hours' pay for Clinical Educators whose regular hours of work are other than the standard work day), provided the Clinical Educator works or receives paid leave for a total of at least one thousand five hundred twenty-five (1,525) hours in the vacation year.
- (e) Clinical Educators who have completed twenty (20) years or more of full-time continuous service (as of the date for determining vacation entitlement in the hospital) shall be entitled to an annual vacation of six (6) weeks' with six (6) weeks' pay (225 hours' pay for Clinical Educators whose regular hours of work are other than the standard work day), provided the Clinical Educator works or receives paid leave for a total of at least one thousand five hundred twenty-five (1,525) hours in the vacation year.
- (f) Clinical Educators who have completed twenty-five (25) years or more of full-time continuous service (as of the date for determining vacation entitlement in the hospital) shall be entitled to an annual vacation of seven (7) weeks' with seven (7) weeks' pay (262.5 hours' pay for Clinical Educators whose regular hours of work are other than the standard work day), provided the Clinical Educator works or receives paid leave for a total of at least one thousand five hundred twenty-five (1,525) hours in the vacation year.
- (g) If a Clinical Educator works or receives paid leave for less than 1,525 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%

- 16.02 A Clinical Educator who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her or him to the date of her or his separation, it being understood and agreed that the Clinical Educator will provide at least two (2) weeks' notice of termination.
- 16.03 For the purpose of vacation entitlement, service for those Clinical Educators whose status is changed, from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time Employee employed by the Hospital and accumulated on a continuous basis. For the purpose of this Article, fifteen hundred (1,500) hours of part-time service shall equal one (1) year of full-time service and vice versa.
- 16.04 (a) Where a Clinical Educator'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 a Clinical Educator's scheduled vacation is interrupted due to serious illness requiring the Clinical Educator to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- (c) The portion of the Clinical Educator's vacation which is deemed to be sick leave under the above provisions will not be counted against the Clinical Educator's vacation credits.
- (d) Where a Clinical Educator's scheduled vacation is interrupted due to a bereavement, the Clinical Educator shall be entitled to bereavement leave in accordance with Article 11.05.
- (e) The portion of the Clinical Educator's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the Clinical Educator's vacation credits.

(Articles 16.05 to 16.07 apply to part-time Clinical Educators only).

- 16.05 All regular part-time Clinical Educators shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time Clinical Educators, of their gross earnings in the preceding year. If a Clinical Educator works or receives paid leave for less than eleven hundred (1,100) 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%

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

Casual part-time Employees will be paid vacation pay in accordance with the above entitlement on gross earnings or on gross salary for work performed, as applicable. Such vacation pay will be paid on monies earned. Equivalent years of service will be based on the casual part-time Employee's seniority established under Article 10.02 and will be calculated on the basis that fifteen hundred (1,500) hours of part-time service shall equal one (1) year of full-time service and vice-versa.

- 16.06 A part-time Clinical Educator who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her or him to the date of her or his separation, it being understood and agreed that the Clinical Educator will provide at least two (2) weeks' notice of termination.
- 16.07 For the purpose of vacation entitlement, service for those Clinical Educators whose status is changed, from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time Clinical Educator employed by the Hospital and accumulated on a continuous basis. For the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of full-time service and vice versa.
- 16.08 Scheduling of vacations shall be in accordance with the schedule of Appendix 4.
- 16.09 A vacation request, which has been submitted by the Clinical Educator and then approved by the Hospital, may not be cancelled by the Hospital without the consent of the Clinical Educator.

ARTICLE 17 – HEALTH AND WELFARE BENEFITS

(Article 17 applies to full-time Clinical Educators only)

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

- (c) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible Clinical Educators 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 twenty-two dollars and fifty cents (\$22.50) (single) and thirty-five (\$35.00) (family) deductible, providing the balance of monthly premiums are paid by the Clinical Educators through payroll deductions. In addition to the standard benefits, coverage will include hearing aids [maximum \$700/person every thirty-six (36) months]; vision care maximum four hundred and fifty dollars (\$450) every twenty-four (24) months with ability to use coverage for laser surgery); and Drug Formulary 3.

In addition to the above vision care shall include one (1) eye exam per insured person every twenty-four (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). Superior benefits are to be maintained in those hospitals where payment for one or more of these services is covered.

Reimbursement for prescribed 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 Hospital agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible Clinical Educators in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the Clinical Educator is entitled.

- (e) Hospitals of Ontario Voluntary Life Insurance Plan

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

- (f) The Hospital agrees to contribute seventy-five (75%) of the billed premiums towards coverage of eligible Clinical Educators 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 dollars (\$2,000) maximum per person annually and orthodontics 50/50 co-insurance with two thousand

dollars (\$2,000) maximum per insured lifetime providing the balance of the monthly premiums are paid by the Clinical Educators through payroll deductions.

- (g) For purposes of health and welfare benefits under Article 17.01, dependent coverage is available to the Clinical Educator, to cover her or his same sex partner and their dependents, in accordance with the terms and conditions of the plans.

For those Clinical Educators 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 Clinical Educator has over four hundred fifty (450) hours worked. Where the Clinical Educator has not worked more than four hundred fifty (450) hours, she or he will be given credit for those hours worked from date of hire.

Benefits Age 65 and Older

Semi-private hospital insurance, extended health care benefits and dental benefits will be extended to active full-time Clinical Educators from the age of sixty-five (65), and up to the Clinical Educator's seventieth (70th) birthday, on the same cost share basis as applies to those Clinical Educators under the age of sixty-five (65).

- 17.02 For newly hired Clinical Educators, coverage as set out in Article 17.01 shall be effective the first billing date in the month following the month in which the Clinical Educator was first employed subject to any enrolment or other requirements of the Plan. In no instance shall the first billing date for a Clinical Educator occur later than the first day of the fourth full month following the month in which the newly-hired Clinical Educator was first employed.
- 17.03 The Hospital may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Hospital will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. The Hospital will provide the Union with a summary document outlining the differences, if any, between the levels of benefits provided by the existing and new carrier plans. When the Hospital is made aware, the Hospital will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.
- 17.04 All present Clinical Educators enrolled in the Hospital's Pension Plan shall maintain their enrolment in the Plan (Healthcare of Ontario Pension Plan or another Pension Plan) subject to its terms and conditions. New Clinical Educators and Clinical Educators 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.
- 17.05 The Hospital shall continue to pay the premiums for benefit plans under Articles 17 and 12 for Clinical Educators who are on paid leave of absence or on WSIB or at any time when salary is received, or as provided in Article 10.04. Such payment shall also continue while a Clinical Educator is on sick leave (including the Employment Insurance Period) or on Long Term Disability to a maximum of 30 months from the time the absence commenced, or for retirees who are in

receipt of Pension Permanent Disability Benefits to a maximum of thirty (30) months from the time the absence commenced.

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

NOTE: For clarification, "retirees" includes Clinical Educators who were on sick leave, LTD or WSIB prior to receipt of Pension Permanent Disability Benefits.

- 17.06 (a) The Hospital shall provide each Clinical Educator with information booklets outlining all of the current provisions in the benefits plans defined in Article 17.01 to Article 17.05 inclusive and the Sick Leave/LTD Plan defined in Article 12. Upon request, the Hospital will make the Plans available to the Union for inspection.
- (b) The Hospital shall notify the Union of the name(s) of the carrier(s) which provide the benefits plans defined in Article 17.01 to Article 17.05 inclusive and the LTD Plan defined in Article 12. The Hospital shall also provide the Union with a copy of all current information booklets provided to the Clinical Educators.

17.07 Employment Insurance Rebate

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

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

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

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

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

ARTICLE 18 – MISCELLANEOUS

- 18.01 Copies of this Collective Agreement will be provided to each Clinical Educator covered by the Collective Agreement by the Union and sufficient copies will be provided to the Hospital and the Union, as requested. The cost of printing the Collective Agreement, will be shared equally by the Hospital and the Union.
- 18.02 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice-versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice-versa.
- 18.03 It shall be the duty of each Clinical Educator to notify the Hospital promptly of any change in address or any change in temporary residency. If a Clinical Educator fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such a Clinical Educator. A Clinical Educator shall notify the Hospital of any change to her or his telephone number.
- 18.04 Medical examinations, re-examinations and any tests required under the *Public Hospitals Act* will be provided by the Hospital in compliance with the Regulations. The Clinical Educator may choose her or his personal physician for all such examinations, except the pre-employment medical, unless the Hospital has a specific objection to the physician selected.
- 18.05 Current provisions in Collective Agreements relating to the provision of x-rays, laboratory work, immunization injections, gamma globulin and other programs shall be continued.
- 18.06 Prior to effecting any changes in rules or policies which affect Clinical Educators covered by this Agreement, the Hospital will discuss the changes with the Union and provide copies to the Union.
- 18.07 Influenza Vaccine
- The parties agree that influenza vaccinations may be beneficial for patients and Clinical Educators. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:
- (a) Clinical Educators shall, subject to the following, be required to be vaccinated for influenza.
 - (b) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during a Clinical Educator's working hours. In addition, Clinical Educators will be provided with information, including risks and side effects, regarding the vaccine.
 - (c) Hospitals recognize that Clinical Educators have the right to refuse any required vaccination.
 - (d) If a Clinical Educator refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the Clinical Educator is cleared to return to work. If a Clinical Educator is placed on

unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.

- (e) If a Clinical Educator refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the Clinical Educator will be paid. It is further understood and agreed that Article 18.04 applies in these circumstances. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other Clinical Educators.
- (f) If a Clinical Educator gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- (g) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to Clinical Educators free of charge.
- (h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

ARTICLE 19 – COMPENSATION

Articles 19.01(a) apply to Clinical Educators only.

- 19.01 (a) The regular straight time hourly rates for full-time, regular part-time and casual part-time Clinical Educators at hospitals shall be found in Appendix 2.

(Articles 19.01(b) and 19.01 (c) apply to part-time Clinical Educators only.)

- (b) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time Clinical Educators 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 Clinical Educator include compensation in lieu of all fringe benefits which are paid to full-time Clinical Educators except those specifically provided to part-time Clinical Educators 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 Clinical Educators may, on a voluntary basis, enrol in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part-time Clinical Educators who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time Clinical Educator's hourly rate (or straight time hourly rate) in this Agreement does not include the additional nine percent (9%) or thirteen percent (13%), as applicable, which is paid in lieu of fringe benefits and accordingly the nine percent

(9%) or thirteen percent (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.

- 19.02 (a) Where the Hospital temporarily assigns a Clinical Educator to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period of one (1) full tour or more, at times when the incumbent in any such classification would otherwise be working, the Clinical Educator shall be paid a premium of one dollar and forty cents (\$1.40) per hour for such duty in addition to her or his regular salary. The Hospital agrees that it will not make work assignments which will violate the purpose and intent of this provision.
- (b) Group, Unit or Team Leader

Whenever a Clinical Educator is assigned additional responsibility to direct, supervise or oversee work of Clinical Educators within her or his classification, for a tour of duty, the Clinical Educator shall be paid a premium of one dollar and sixty-five cents (\$1.65) per hour in addition to her or his regular salary and applicable premium allowance.

- 19.03 Claim for related clinical experience, if any, shall be made in writing by the Clinical Educator at the time of hiring on the application for employment form or otherwise. Once established consistent with this provision, credit for related experience will be retroactive to the Clinical Educator's date of hire. The Clinical Educator shall co-operate with the Hospital by providing verification of previous experience so that her or his related clinical experience may be determined and evaluated during her or his probationary period. Having established the related clinical experience, the Hospital will credit a new Clinical Educator with one (1) annual service increment for each year of experience (for part-time Clinical Educators, experience will be calculated pursuant to the formula set out in Article 16.03) up to the maximum of the salary grid. If a period of more than two (2) years has elapsed since the Clinical Educator has occupied a full-time or a part-time nursing or allied health professional position, then the number of increments to be paid, if any, shall be at the discretion of the Hospital. For full-time Clinical Educators the Hospital shall give effect to part-time nursing or allied health professional experience, and for part-time Clinical Educators the hospital shall give effect to full-time nursing or allied health professional experience.

- 19.04 (a) Each full-time Clinical Educator will be advanced from her or his present level to the next level set out in the Salary Schedule, twelve (12) months after she or he was last advanced on her or his service review date. If a full-time Clinical Educator's absence without pay from the Hospital exceeds thirty (30) continuous calendar days during each twelve (12) month period, the Clinical Educator's service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.
- (b) Each part-time Clinical Educator will be advanced from her or his present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with provisions of Article 10.03.

- 19.05 (a) A part-time Clinical Educator whose status is altered to full-time in the same position, will assume her or his same level on the full-time grid. A

full-time Clinical Educator whose status is altered to part-time in the same position will assume her or his same level on the part-time grid. In addition, a Clinical Educator who is so transferred will be given credit for service accumulated since the date of last advancement.

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

19.06

- (a) When a new classification in the bargaining unit is established by the Hospital or the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall advise the Union of such new or changed classification and the rate of pay established. The Hospital will also provide the Union with any available information on the job posting, job profile, and salary scale of the classification. If requested, the Hospital 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 Hospital and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 7, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Hospital and duties and responsibilities involved.

Any change in the rate established by the Hospital either through meetings with the 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) If a Clinical Educator becomes disabled with the result that she or he is unable to carry out the regular functions of her position, the Hospital may establish a special classification and salary with the hope of providing an opportunity for continued employment.

19.07

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

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

Such Clinical Educators 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 20 – JOB SHARING

20.01 Job sharing is defined as an arrangement whereby two (2) or more Clinical Educators share the hours of work of what would otherwise be one (1) full-time position.

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

Once the Hospital has determined that a vacancy exists and the Hospital and the Union have agreed to a job sharing arrangement, the vacancy or vacancies to be posted will be determined in accordance with Appendix 4 and will be filled in accordance with Article 10.07.

The Clinical Educators 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 Clinical Educators.

ARTICLE 21 – DURATION

21.01 This Agreement shall continue in effect until March 31, 2018 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.

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

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

21.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the Participating Hospitals and the Ontario Nurses Association will meet to determine the procedures to be followed.

ARTICLE 22 – APPENDICES

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

Appendix 1 O.N.A. Grievance Form

Appendix 2 Salary Schedule

Appendix 3 Letters of Understanding:

Letter of Understanding RE: Mentorship Guidelines

Letter of Understanding RE: Part-time Voluntary Benefits

Letter of Understanding RE: Clinical Educator Workforce – Health
Human Resource Planning

Appendix 4 Appendix of Provisions

APPENDIX 1

O.N.A. GRIEVANCE FORM

ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO GRIEVANCE REPORT / RAPPORT DE GRIEF			
ONA LOCAL SECTION LOCALE DE L'AIIO GRIEVOR PLAIGNANTE DEPARTMENT SERVICE	EMPLOYER EMPLOYEUR 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 / RÉGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP. DE L'AIIO:	
STEP ONE	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:
PREMIÈRE ÉTAPE			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	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:
DEUXIÈME ÉTAPE			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	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:
TROISIÈME ÉTAPE			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 - AIIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE			

Appendix 2**SALARY SCHEDULES**

	1-Apr-15	1.4% 1-Apr-16	1.4% 1-Apr-17
Start	\$33.29	\$33.76	\$34.55
After 1 yr.	\$33.87	\$34.34	\$34.82
After 2 yrs.	\$34.51	\$34.99	\$35.48
After 3 yrs.	\$36.25	\$36.76	\$37.27
After 4 yrs.	\$38.04	\$38.57	\$39.11
After 5 yrs.	\$40.10	\$40.66	\$41.23
After 6 yrs.	\$42.20	\$42.79	\$43.39
After 7 yrs.	\$44.63	\$45.25	\$45.88
After 8 yrs.	\$47.53	\$48.20	\$48.87
After 25 yrs.	\$48.47	\$49.15	\$49.84

Retroactivity to all current and former incumbents within sixty days of issue of award. Eligible employees who have left the employ of the employer are to be notified of their entitlement to retroactive wages in writing at their address on file within 30 days of the date of award. Payment is to be made within 30 days of acknowledgement of receipt of such notice.

APPENDIX 3 – LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING RE: MENTORSHIP GUIDELINES

“Mentorship” is addressed in Article 9.08 (b). 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 (2) Clinical Educators, which enhances the professional growth and development of a Clinical Educator to maximize her or his clinical practice.
- Mentorship involves a three-way arrangement between the hospital, the Clinical Educator being mentored and the Clinical Educator doing the mentoring. The mentoring relationship is:
 - time limited,
 - focused on goal achievement, and
 - unique to each mentorship experience.
- The hospital, the Clinical Educator being mentored and the Clinical Educator 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 Clinical Educator being mentored, and, as such, may not be consistent for all Clinical Educators. The length of each mentorship arrangement will be individually defined dependent upon the goals for each Clinical Educator 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
- Providing guidance and advice to members of the multi-disciplinary health care team. This is addressed in Article 9.08 (a). Interaction with other Clinical Educators and other multi-disciplinary colleagues is an expected role responsibility for Clinical Educators.
- Orientation to the organization or general functioning of the unit. This may include activities such as:
 - WHIMIS training, the fire lecture, equipment location, generic hospital 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 9.08 (b). We acknowledge, however, that while mentorship is new to the collective agreement, mentorship arrangements are not new to nursing or hospital workplaces. Accordingly, existing titles or terms may, or may not, meet the conditions of Article 9.08 (b).

Key Elements

A mentorship relationship includes the Clinical Educator doing the mentoring to:

- plan the mentorship experience based on the learning needs of the Clinical Educator 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 Clinical Educator being mentored, including assessments of competence gaps, risk management in relation to patient care, and co-ordination of learning experiences;
 - assist the Clinical Educator being mentored to effectively meet patient care needs;
 - be responsible for the management of learning for the Clinical Educator being mentored;
 - participate in direct skill transfer where there is responsibility for the management of learning for the Clinical Educator being mentored;
 - evaluate the learning experience of the Clinical Educator 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 Clinical Educator being mentored may not be together at all times during the mentorship period.
 - The Hospital will pay the Clinical Educator 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 Hospital will review the workload of the mentor and the Clinical Educator being mentored to facilitate successful completion of the mentorship assignment.

Implementation

- A Hospital may implement a mentorship relationship at any time during a Clinical Educator's employment when:
 - the Clinical Educator is experiencing difficulty in meeting standards of practice;
 - the Clinical Educator has a competency gap;
 - one-on-one management of the learning experience from an expert/ experienced Clinical Educator will be of assistance.
- Mentoring may be implemented in various circumstances such as new hires to a unit; a Clinical Educator 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 Hospital determines that a Clinical Educator requires mentoring.
- The decision to implement a mentorship experience as a mechanism to assist a Clinical Educator to meet standards of practice is the responsibility of the employer.
- The Hospital will provide, on a regular basis, all Clinical Educators with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the parties. The Hospital selects and assigns the mentor for a given mentoring relationship.
- At the request of any Clinical Educator, the Hospital 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 Clinical Educators pursuant to Article 9.02 will be responsible for reviewing and making recommendations regarding the application of, and effectiveness of, mentorship relationships within the hospital.
- 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 Clinical Educator whose job duties normally include responsibility for teaching and/or educating other Clinical Educators.

LETTER OF UNDERSTANDING RE: PART-TIME VOLUNTARY BENEFITS

If the parties agree, the Hospital will provide part-time Employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17. It is understood and agreed that the part-time Employees would pay the Employer the full amount of the monthly premiums, in advance.

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

LETTER OF UNDERSTANDING RE: CLINICAL EDUCATOR WORKFORCE – HEALTH HUMAN RESOURCE PLANNING

The parties agree that health human resource planning may optimize the Clinical Educator 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 clinical educator workforce through the Clinical Educator Hospital Association Committee, reviewing:

- overtime hours,
- hours worked by casual part-time Clinical Educators,
- hours worked by regular part-time Clinical Educators above their commitment as per the scheduling provisions, and
- hours worked by agency Clinical Educators.

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.

Provincial

The Union and the Participating Hospitals will strike a joint provincial working group to collect data, review and/or establish research related to registered nurse staffing and will work to secure the participation from the Nursing Secretariat, the Nursing Research Unit (NRU) and the Ministry of Health and Long Term Care (MOHLTC) to share solutions with these bodies.

LETTER OF UNDERSTANDING
RE: PAID PROFESSIONAL LEAVE DAYS

The “paid professional leave days” to which Clinical Educators may be entitled is an issue in the current round of bargaining.

NOTE: This issue cannot be referred to issue interest arbitration.

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ARTICLE A – RECOGNITION

A-1 The Hospital recognizes the Union as the sole Bargaining Agent for all Clinical Educators employed by London Health Sciences Centre in the city of London Ontario save and except Advanced Nurse-Practitioners/Clinical Nurse Specialists, Coordinators and persons above the rank of Coordinator.

ARTICLE B – MANAGEMENT RIGHTS

B-1 The Union acknowledges that it is the exclusive function of the Hospital to manage and direct its operations and affairs in all respects and, without limiting or restricting that function:

- (a) To maintain order, discipline and efficiency;
- (b) To determine the number and location of the Hospital's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Hospital; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interests of safety and well-being of the patients, staff and the visiting public;
- (c) To make, alter and enforce reasonable rules and regulations to be observed by the Clinical Educators;
- (d) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge Clinical Educators and to assign Clinical Educator to shifts and to increase and decrease working forces provided that a claim of discriminatory promotion, demotion or transfer or claim that a Clinical Educators who has completed the probationary period within the Bargaining Unit has been discharged without reasonable cause, may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- (e) It is understood that these provisions will not be exercised in a manner inconsistent with the other provisions of this Agreement.

ARTICLE C – SENIORITY

C-1 The seniority list shall be compiled bi-annually as of the last pay period prior to January 1 and as at July 1. One (1) copy of the seniority list shall be filed with the Bargaining Unit President or her delegate during February and August of each year. This list shall include the following information: last date of hire, original seniority date, adjusted seniority date. Another seniority list shall also be sent to the Bargaining Unit President that expresses the seniority of all the Clinical Educators on a Unit by Unit basis. On the announcement of a long-term lay-off, the Hospital will provide the Bargaining Unit President with the current status of the seniority of all Clinical Educators covered by this Collective Agreement showing classification, name, and date by area of assignment.

- C-2 It is the Clinical Educator's responsibility to ensure that her home address, telephone number and other personal data are current with the Hospital and Local 100 at all times.

ARTICLE D – HOURS OF WORK AND OVERTIME

D-1 Rest Periods

- (a) The Hospital's present practice of permitting the combination of rest periods will be maintained during the life of this Collective Agreement.
- (b) For extended tour (i.e. eleven and one-quarter [11 ¼] and ten [10] hours) night shifts which have identified only two (2) breaks during the tour, the first scheduled break will be defined as a meal period.

D-2

- (a) A full-time Clinical Educator working normal daily tours of seven and one half (7 ½) hours will receive a premium of time and one half (1½) her regular straight time hourly rate for all hours worked on any weekend, save and except where:
 - i) such weekend has been worked by the Clinical Educator to satisfy specific days off requested by such Clinical Educator; or
 - ii) such Clinical Educator has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of shifts with another Clinical Educator.
- (b) A full-time Clinical Educator working normal daily extended tours of eleven and one quarter (11 ¼) hours or ten (10) hours, will receive a premium of time and one half (1 ½) her regular straight time hourly rate for all hours worked on a third (3rd) consecutive and subsequent weekend, save and except where:
 - i) such weekend has been worked by the Clinical Educator to satisfy specific days off requested by such Clinical Educator; or
 - ii) such Clinical Educator has requested weekend work; or
 - iii) such weekend is worked as a result of an exchange of shifts with another Clinical Educator.

D-3

The equivalent time off referred to in Article 14.09 of this Agreement must be taken within ninety (90) calendar days from the date it was worked at a time mutually agreed to by the Clinical Educator and the Hospital.

If the Clinical Educator and Manager mutually agree, the time off may be retained beyond the time referenced above to a maximum of thirty-seven and one half (37.5) hours. Such time off will not be retained beyond March 31st of each year unless approved by the Clinical Educator's Manager.

D-4

After the schedule is posted and should overtime be requested by the Hospital, the tour will be first offered to a full-time Clinical Educators who is qualified to

perform the work. If such tour results in any additional premium payment (e.g. consecutive weekend) the shift need not be offered.

ARTICLE E – SCHEDULING

- E-1 (a) Work schedules of six (6) weeks' duration shall be posted at least two (2) weeks in advance.

Changes to the posted schedule which are requested in writing by a majority of Clinical Educators co-signed by a member of the local executive and approved by the Hospital, may be implemented within the six (6) week period by the Hospital. A change in the posted schedule will include a change in shifts as well as a change in tours.

- (b) In the event that changes are made to the master rotation in effect in any unit, the Hospital will provide a copy of the new master rotation to the Bargaining Unit President fourteen (14) days in advance of the posting of the new master rotation. If both the Hospital and the Union have identified a violation of the collective agreement in the new master rotation such violation will be remedied prior to the schedule being posted in the unit.

- E-2 All full-time Clinical Educators will be scheduled a minimum of one thousand nine hundred and fifty (1,950) hours in a calendar year. A normal workweek shall consist of thirty-seven and one half (37.5) hours.

The Clinical Educators will self-schedule and due to the nature of the work, there will be flexible scheduling of hours in accordance with her workload. The Clinical Educator will adjust her schedule to compensate for the variations in that load. Such flexible schedule will not result in premium pay under the scheduling provisions contained at Appendix 4 of the collective agreement.

Where the Clinical Educators is authorized to work in excess of seventy-five (75) hours biweekly shall have the option of electing payment at the applicable premium rate. Hours worked in excess of seventy-five (75) hours biweekly may also be taken as time in lieu at the rate of time and one half, at a time mutually agreeable to the Clinical Educator and her manager, as per Article 14.09 and D-4 of the Collective Agreement.

- (a) Work schedules of normal daily tours of seven and one half (7 ½) hours shall take into account the following provisions:
- i. Four (4) days off shall be scheduled in a two (2) week period.
 - ii. Two (2) consecutive days off at a time shall be scheduled unless otherwise by mutual consent.
 - iii. Prior to making any changes in current scheduling, the Hospital will consult with the Association.
 - iv. Clinical Educators working tours comprised of less than seven and one-half (7.5) hours shall be granted a paid rest period.
 - v. It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the

completion of the Friday day or evening shift until the commencement of the Monday day or evening shift.

- (b) Work schedules of normal daily extended tours of ten (10) hours shall take into account the following provisions:
- i) There will be not less than a period of twelve (12) consecutive hours between shifts worked by a Clinical Educator.
 - ii) In any two (2) week period, at least two (2) consecutive days off will be scheduled.
 - iii) The Hospital will schedule no more than four (4) consecutive 9.375 hour days between days off unless otherwise mutually agreed to by the majority on a unit.
 - iv) For Clinical Educators working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37 ½) minutes of unpaid meal time. Clinical Educators shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37 ½) minutes.
 - v) A period of no less than four (4) consecutive tours (i.e. two (2) days off) shall be scheduled following scheduled night tours.
 - vi) The Hospital will schedule every other weekend off.
 - vii) It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday "extended" tour day shift until the commencement of the Monday "extended" tour day shift.

(c) Request for Exchanges

Requests by Clinical Educators for exchanges in tours, and reasons for requests, must be submitted in writing at least forty-eight (48) hours in advance and be co-signed by the Clinical Educator willing to exchange.

Clinical Educators may submit requests for exchanges in schedule for up to a three (3) month duration.

Such requests shall be considered by her Manager or her delegate, and where approval is given it shall be in writing. Such requests shall not be unreasonably denied. A denial and reasons for the denial shall be given in writing. It is understood that any such changes shall not result in any overtime or premium payment.

It is understood that the Hospital reserves the right to require Clinical Educators to work certain shifts for the purposes of reorientation, training, education and appraisal and that such requirements do not constitute unreasonable denial.

(d) Regular part-time only:

- i) Where the Hospital creates schedules which are comprised of tours of less than seven and one-half (7.5) hours, for example, four (4) hours; five (5) hours; six (6) hours; etc., or any variation or combination of such tours, a regular part-time Clinical Educator who is required to work hours in excess of such a scheduled tour of less than seven and one-half (7.5) hours, shall receive overtime premium of one and one-half (1 ½) times her or his regular straight time hourly rate for those hours worked in excess of those hours that she or he was scheduled to work.
- ii) Regular part-time Clinical Educators working tours comprised of less than seven and one-half (7.5) hours, shall not be scheduled to work more than seven (7) consecutive tours. If a Regular Part-time Clinical Educator is required to work on an eighth (8th) consecutive and subsequent tour, then she will receive premium pay for each tour so worked until a day off is scheduled.

E-3

Standby

- (a)
 - i) The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.
 - ii) Where standby is part of the rotation, it shall be posted for six (6) weeks, two (2) weeks in advance. Any changes to the standby assignment will be made at least forty-eight (48) hours in advance of the time the standby is in effect, except in situations of short notice, e.g. change due to illness. Changes shall be brought to the attention of the Clinical Educator.
- (b) The Hospital will endeavour to distribute standby duty equitably between Regular Part-time and Full-time Clinical Educators.
- (c) Where a Clinical Educator works a tour of eight (8) hours and then is called in from standby and who works beyond midnight (2400 hours) such Clinical Educator shall not be required to return to regular duties at the Hospital without eight (8) hours of time off. Where such time extends into the Clinical Educator's booked day shift, the Hospital will maintain his or her regular earnings within the eight (8) hour period.

Where a Clinical Educator works an extended tour of ten (10) hours and then is called in from standby and who works beyond midnight (2400 hours) such Clinical Educator shall not be required to return to regular duties at the Hospital without ten (10) hours of time off. Where such time extends into the Clinical Educator's booked day shift, the Hospital will maintain his or her regular earnings within the ten (10) hour period.
- (d) Clinical Educators scheduled for standby will be provided with a pager.

ARTICLE F – PART-TIME COMMITMENT AND SCHEDULING

F-1

Regular Part-Time Commitment

In accordance with Article 2.03, the predetermined basis upon which the commitment of the regular part-time Clinical Educator to be available for work as required and scheduled by the Hospital, except where she is on approved vacation or approved leave of absence, shall be as follows:

- up to twenty-four (24) hours per week or forty-eight (48) hours bi-week

F-2 Regular Part-Time Scheduling

- (a) Work schedules of six (6) weeks' duration shall be posted at least two (2) weeks in advance. Prior to the schedule being posted, scheduling of Regular part-time will be as follows:
- i) According to a defined master in accordance with Article F-1.
 - ii) In the event that changes are made to the master rotation in effect in any unit, the Hospital will provide a copy of the new master rotation to the Bargaining Unit President fourteen (14) days in advance of the posting of the new master rotation. If both the Hospital and the Union have identified a violation of the collective agreement in the new master rotation such violation will be remedied prior to the schedule being posted in the unit.

After the above has been followed and prior to the schedule being posted any additional shifts will be offered in the following order:

- i) Regular Part-time (excluding job-sharers) on the basis of rotating seniority up to seventy-five (75) hours.

After the schedule has been posted, additional shifts which become available will be offered in the following order:

- i) Regular part-time by seniority who have not been scheduled to commitment in accordance with Article F-1.
- ii) Regular part-time on the unit (including job- sharers) on the basis of rotating seniority up to seventy-five (75) hours.

It is understood that the Hospital will not be required to offer shifts which would result in overtime or premium pay.

- (b) A tour will be deemed to be offered whenever a call is placed by the Hospital.
- (c) Where the parties agree that a Clinical Educator has been missed for a tour in accordance with the above, the affected Clinical Educator will be offered a tour at a time mutually agreed to by the Clinical Educator and her Manager or designate.

ARTICLE G – UNION LEAVE

- G-1 Leaves of Absence granted in accordance with Article 11.02 of the Collective Agreement shall be subject to the following conditions:

- (a) The requested leave shall be subject to at least fourteen (14) days written notice prior to the commencement of the function for which the leave is granted.
- (b) No more than two (2) Clinical Educators at any one time.
- (c) No more than a cumulative total of one hundred and fifty (150) hours for all employees in a fiscal year (April 1 to March 31).

G-2 Bargaining Unit President

Notwithstanding G-1 (a), the Hospital shall grant the Bargaining Unit President or her/his designate, if requested, up to thirty-seven and one half hours (37.5 hours) leave of absence per calendar year without pay to attend to the Union's business, provided a minimum of twelve (12) hours' notice is given to the Hospital.

The Hospital agrees to grant three (3) seven and one half (7.5) hour shifts per calendar year to the Bargaining Unit President for the purpose of attending meetings with the Hospital to deal with matters of mutual interest, including program transfers. The Hospital and the Bargaining Unit President will by mutual agreement preschedule these shifts each month.

G-3 The Hospital will endeavour to provide replacement staff for the Bargaining Unit President or delegate when she is required by the Hospital to attend meetings with the Hospital during her regularly scheduled hours. Time off shall include the full period of time for the meeting inclusive of reasonable travel time, such travel time being identified when the time-off is requested.

G-4 In accordance with Article 11.02, the Hospital agrees to grant leaves of absence, without pay, to the Clinical Educator elected to the position of Local Coordinator. Subject to reasonable notice, it is understood and agreed that the Local Coordinator shall be granted such leave(s) up to a total of seventy-five (75) days in a calendar year so that she or he may fulfil the duties of the position. These leaves of absence will be separate from and not counted against Union Leaves in Article G-1.

ARTICLE H – PAID HOLIDAYS

H-1 Only the following days shall be observed as paid holidays:

New Year's Day - January 1
 Family Day (Third Monday in February)
 Good Friday
 Easter Monday
 Victoria Day
 Canada Day – July 1
 Civic Holiday
 Labour Day
 Thanksgiving Day
 Remembrance Day - November 11
 Christmas Day - December 25
 Boxing Day - December 26

H-2 Full-time only:

- (a) Where possible, paid holidays will be taken on the days they are observed. Where this is not possible, paid holidays will be allowed at such time as requested by the Clinical Educator and approved by the Hospital, and, in any event, will be taken within sixty (60) calendar days before or after the day on which they are due unless otherwise mutually agreed.
- (b) Where a paid holiday falls on scheduled day off, time off in lieu of such paid holiday will be allowed at such time as requested by the Clinical Educator and approved by the Hospital, provided however, that such time off must be granted within sixty (60) calendar days of return to duty.
- (c) Requests, regarding the scheduling of the day off in lieu in may be submitted by a Clinical Educator. The Hospital will consider such requests having regard to the staffing requirements. Such requests will not be unreasonably denied.
- (d) It is understood that Clinical Educators who work shifts commencing on a holiday will receive a lieu day, and that there will not be a claim for more than one lieu day in respect of a given holiday, or for both a lieu day and a holiday with pay.

H-3 The premium pay of time and one-half (1 ½) provided in accordance with Article 15.05 will be paid for all hours worked between 0001 hours and midnight on the paid holidays listed in Article H-1.

ARTICLE I – VACATIONS

- I-1 It shall be the duty of the applicable Director to receive requests for vacation entitlement (time) and arrange suitable dates, taking into account operational requirements, safe coverage of units/areas and seniority. It is understood that all vacation entitlements shall be calculated on a “real time” basis.
- (a) Vacation requests will be submitted at least three (3) weeks in advance of the date of the commencement of the vacation. Such request will be responded to within one (1) week of submission. In extenuating circumstances where the request is submitted less than three weeks in advance, consideration will be given and a response provided in a shorter time frame. Such requests shall not be unreasonably denied.
 - b) A week of vacation for Regular Part-time Clinical Educators shall consist of seven (7) consecutive calendar days commencing Monday through Sunday inclusive. The Clinical Educator’s vacation entitlement as per the collective agreement will determine the number of weeks that they can be absent for purposes of this clause.
 - c) Part-time vacation pay will be paid on a bi-weekly basis.

ARTICLE J – UNION INTERVIEW

J-1 The Union interview will take place on the Hospital premises during the newly hired Clinical Educator's orientation period as scheduled by the Hospital. The

Bargaining Unit President/designate will be provided with at least a period of thirty (30) minutes on the orientation schedule to meet with the newly hired members for this bargaining unit.

ARTICLE K – BULLETIN BOARDS

K-1 Electronic Bulletin Board

The Hospital will provide an electronic bulletin board to be used for notices pertaining to the Union and its membership, such use will comply with the hospital's policies and procedures on the use of the electronic communication. Access to post notices or information will be provided for the Bargaining Unit President or a designated committee member.

ARTICLE L – PREPAID LEAVE PLAN

L-1 The number of Clinical Educators eligible to participate in the prepaid leave plan in any given year will be five percent (5%) of both the full-time and regular part time Clinical Educators with a minimum of two (2) Clinical Educators per unit or department. It is understood that the Hospital, at its sole discretion, may grant leave in excess of five percent.

L-2 The Bargaining Unit President shall be notified by the Hospital of all Clinical Educators who are participating in the Prepaid Leave Plan.

ARTICLE M – WORKPLACE VIOLENCE

M-1 The Hospital agrees that no form of workplace violence as outlined in Article 6.05 of the collective agreement will be condoned in the workplace. The Hospital is committed to providing a healthy and safe environment for all staff and affiliates, patients and visitors that is free of workplace violence and workplace harassment including domestic violence in the workplace.

M-2 Prior to the implementation of any changes to these policies and procedures, the Joint Health and Safety Committee will be informed of such changes to provide feedback.

M-3 All Clinical Educators will be provided training and information updates on the policy, procedures and prevention of workplace violence in a timely manner.

M-4 The Hospital will notify the Joint Health and Safety Committee in writing within four (4) business days of all incidents related to violence.

M-5 The Hospital will notify the Joint Health and Safety Committee and the Bargaining Unit President in writing within forty-eight (48) hours of critical injuries involving Clinical Educators.

M-6 The Hospital will provide for reimbursement for damages incurred to the Clinical Educator's personal property, such as eye glasses, uniforms or personal clothing as a result of a workplace violence event while performing her work. The Clinical Educator will endeavour to present her claim to the Hospital within seven (7) days after notifying the Hospital of the request.

ARTICLE N – MISCELLANEOUS

- N-1 For purposes of weekend premium as per Article 14.14, the weekend is defined as Friday 2400 hours to Sunday 2400 hours.
- N-2 For purposes of shift differential as per Article 14.10 the evening shift is defined as 1500 to 2300 hours and the night shift is defined as 2300 to 0700 hours.
- N-3 The Hospital will not institute the practice of levelling of pay cheques.
- N-4 The percent in lieu of benefits will be added to the Clinical Educator's pay stub where applicable.
- N-5 The parties agree that any candidate who was interviewed for an ONA job posting and was unsuccessful with respect to that posting will be notified in writing (which may include e-mail) within one (1) week of the decision being made.
- The parties agree that if any posted position is rescinded, the Hospital will notify the Union and the applicants in writing.
- N-6 Any Clinical Educator interested in becoming a Mentor may indicate in writing or verbally to the hospital of such interest.

ARTICLE O – MODIFIED WORK

- O-1 The Hospital and the Union both recognize their obligations in facilitating the early and safe return to work of disabled Clinical Educators. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.
- O-2
- (a) When it has been medically determined that a Clinical Educator is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the Clinical Educator's return to suitable work.
 - (b) It is understood that it is the obligation of the disabled Clinical Educator in receipt of short-term or long-term disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.
 - (c) In creating a return to work plan for an accommodation that exceeds seven (7) weeks, the Union and the Manager or designate will examine the disabled Clinical Educator's abilities and accommodation needs to determine if the Clinical Educator can return to her:
 - i) Original position;
 - ii) Original unit;

- iii) Original unit/position with reasonable modifications to the work area and/or equipment and/or the work arrangement;
 - iv) Alternate positions outside the original unit giving consideration the skills, ability and experience of the Clinical Educator, her feasibility to acquire skills and path of least disruption in the workplace.
- (d) Before posting, the Hospital's Human Resource Department will examine all potential vacancies to determine if they can be used to accommodate a disabled Clinical Educator who requires accommodation but cannot return to her/his home unit. The Hospital will provide the Union with a list of these potential vacancies to give feedback.
- (e) Where such vacancies are within the bargaining unit, the Hospital will consult with the Union on the feasibility of an accommodation, giving consideration to all factors including the number of accommodated Clinical Educators in the unit, the operational needs of the unit, safety of patients and Clinical Educators working in the unit.
- (f) If the Clinical Educator is unable to return to work in accordance with Article Q-2 (c) above, the Hospital will provide the Union with a list of other positions identified in the Hospital in which the Clinical Educator may be accommodated. The Union will provide feedback on such positions.
- (g) If more than one (1) Clinical Educator requiring permanent accommodation may be suitable for a particular position, the parties will consider Article Q-2 (c) and balance the following additional factors, in no particular order:
- i) ability to acquire skills;
 - ii) path of least disruption in the workplace;
 - iii) seniority;
 - iv) skills, ability and experience;
 - v) the principle that more should be done to provide work to someone who otherwise would remain outside the active workforce.
- (h) The parties can agree to waive the posting procedure in order to facilitate an accommodation.
- (i) Should the accommodation be outside the bargaining unit, the parties will enter into a written agreement outlining the details of the accommodation.
- (j) When the parties agree to a permanent accommodation, whether or not a job posting is waived, the parties will enter into a written agreement outlining the details of the accommodation.

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

- (a) A Return to Work Committee (RWC) of up to four (4) will be established, with equal representation from the Hospital and the Union. One (1) of the Union representatives will be recognized as co-chair. The RWC will meet on a quarterly basis and more frequent if requested by either party. Union representatives will receive pay at straight time or time in lieu where possible for hours spent in RWC meetings. Such hours are invisible for the purposes of determining premium.
- (b) The RWC will monitor the status of accommodated Clinical Educators and the status of Clinical Educators awaiting accommodation. In addition the RWC will review accommodations that are deemed to be unsuccessful in order to determine next steps.
- (c) The Hospital will provide an updated list of information to the to the RWC members before each quarterly meeting including the following:
 - i) any Clinical Educator absent from work because of disability who are in receipt of Workplace Safety Insurance Board (W.S.I.B) benefits;
 - ii) any Clinical Educator absent from work because of disability who are in receipt of Long Term Disability (LTD) benefits;
 - iii) any Clinical Educator who has been absent from work because of disability for more than twenty-three (23) months who are not receiving WSIB or LTD benefits;
 - iv) any Clinical Educator who is currently on a temporary modified work program for more than seven (7) consecutive weeks;
 - v) any Clinical Educator who has been permanently accommodated in the workplace;
 - vi) any Clinical Educator who requires permanent accommodation in the workplace; and
 - vii) a list of known temporary and permanent postings in the Bargaining unit.
- (d) The Hospital will provide the RWC with a copy of the disabled Clinical Educator's return to work plan.
- (e) The committee will develop and recommend strategies for:
 - i) integrating accommodated Clinical Educators back into the workplace;
 - ii) educating Clinical Educators about the legal, personal and organizational aspects of the returning disabled workers to work including their responsibilities.

- O-4 The original position of a Clinical Educator requiring permanent accommodation may be posted in accordance with the Collective Agreement under the following circumstances:
- (a) The Clinical Educator is permanently accommodated in another position;
 - (b) The documented medical evidence establishes that there is no reasonable prospect of a return of a Clinical Educator to her original position in the foreseeable future.
- O-5 The Hospital agrees to provide the Clinical Educator with a copy of the Workplace Safety and Insurance Board (W.S.I.B) Form 7 at the same time as it is sent to the Board.

ARTICLE P – NEEDLE STICK/SHARPS SAFETY

- P-1 It is understood that current policy and procedures, including educational programs, are in place regarding needle stick injuries. As new policy and practices are developed by the Hospital, consultation will take place at the Joint Health and Safety Committee level.

ARTICLE Q – JOB SHARING

If both parties agree to a job-sharing arrangement pursuant to Article 20.01 of the following conditions shall apply unless otherwise agreed to by the parties:

- Q-1 Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- Q-2 Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) Employees and their Manager.
- Q-3 The above schedules shall conform with the full-time scheduling.
- Q-4 Each job sharer may exchange shifts with her partner, as well as with other Clinical Educators as provided by the Collective Agreement, subject to the manager's approval.
- Q-5 The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.
- Q-6 Coverage:
- (a) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Manager must be notified. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
 - (b) Vacation, Maternity Leave and other leaves pursuant to Article 11 of the Collective Agreement.

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

Q-7 Implementation

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

Q-8 Any incumbent full-time Clinical Educator wishing to share her position, may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

Q-9 If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining Clinical Educator will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Q-10 Discontinuation

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

Dated at London, Ontario, this 15th day of November, 2018

FOR THE HOSPITAL

Angela Hodgson

Signed

FOR THE UNION

Barb Conlon

Labour Relations Officer
James Murray

LETTER OF UNDERSTANDING

Between:

LONDON HEALTH SCIENCES CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Scrubs

This letter is to confirm that the Hospital will provide scrubs to Clinical Educators working in the Operating Room and any areas where scrubs are required by the Hospital.

Dated at London, Ontario, this 15th day of November, 2018

FOR THE HOSPITAL

FOR THE UNION

Angela Hodgson

Barb Conlon

Signed

Labour Relations Officer

James Murray

LETTER OF UNDERSTANDING

Between:

LONDON HEALTH SCIENCES CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Innovative Unit Scheduling

The Parties agree that if and when innovative unit schedules as described in Article 13.03 of the agreement are being contemplated by the Hospital, the Parties will meet to discuss and negotiate the issues as contemplated by Article 13.03.

Dated at London, Ontario, this 15th day of November, 2018

FOR THE HOSPITAL

FOR THE UNION

Angela Hodgson

Barb Conlon

Signed

Labour Relations Officer

James Murray

LETTER OF UNDERSTANDING

Between:

LONDON HEALTH SCIENCES CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Parking Charges

The Hospital promises to consult the Local Union in advance of any changes in parking charges to members of the Bargaining Units.

Dated at London, Ontario, this 15th day of November, 2018

FOR THE HOSPITAL

FOR THE UNION

Angela Hodgson

Barb Conlon

Signed

Labour Relations Officer

James Murray
