

COLLECTIVE AGREEMENT

Between

SHOULDICE HOSPITAL LIMITED  
(hereinafter referred to as "the Hospital")

And:

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

Expiry Date: March 31, 2020

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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 nurses covered by this Agreement; to provide for on-going means of communication between the Association and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

The employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

- 1.02 It is recognized that nurses wish to work together with the Hospital to secure the best possible nursing care and health protection for patients. Appropriate committees have been created under this Agreement to work towards this objective.

## **ARTICLE 2 - DEFINITIONS & GRADUATE NURSES**

- 2.01 A registered nurse (RN) or a Registered Practical Nurse (RPN) is a nurse who holds a General Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and the *Nursing Act*.

- 2.02 A nurse who holds a Temporary Class Certificate of Registration must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration. If the nurse fails to obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration, she or he will be deemed to be not qualified for the position of registered nurse and she or he may be placed on an unpaid leave of absence, otherwise she or he will be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

- 2.03 A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 13.

- 2.04 A regular part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article 13 and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time nurses shall be considered casual nurses. The predetermined basis upon which the commitment to be available is made shall be determined in local negotiations.

The definitions shall not have the effect of changing the composition of any existing bargaining units. The Hospital shall not refuse to accept an offer from a nurse to make a commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual nurses so as to restrict the number of regular part-time nurses.

- 2.05 This combined agreement contains provisions applicable to full time nurses and provisions applicable to part time nurses. The combination of the agreements shall not have the effect of changing the composition of any existing bargaining units nor shall it have the effect of conferring representation rights where such

rights do not presently exist. The scope of the applicable bargaining unit is set out in the Appendix of Local Provisions.

### **ARTICLE 3 – RELATIONSHIP**

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

- 3.01 The Hospital and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any nurse because of the nurse's membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her or his rights under the Collective Agreement.
- 3.02 The Association agrees there will be no Association activity, solicitation for membership, or collection of Association dues on Hospital premises or during working hours except with the written permission of the Hospital or as specifically provided for in this Agreement.
- 3.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of race, creed, colour, ethnic origin, place of origin, sex, sexual orientation, marital status, family status, age, ancestry, citizenship, disability, gender identity, gender expression, record of offences in accordance with the *Ontario Human Rights Code*, or discrimination based on any other factor which is not pertinent to the employment relationship.
- 3.04 (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, gender identity, gender expression or disability". ref: *Ontario Human Rights Code*, Sec. 5 (2)
- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee". 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) Where a nurse requests the assistance and support of the union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (e) A nurse who believes that she has been harassed contrary to this provision may file a grievance under Article 7 of this agreement.
- (f) The parties recommend and encourage any employee who may have harassment or discrimination complaint to follow the complaints process as set out in the employer's harassment policies and process.

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

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

3.06 Whistleblower Protection

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

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

**ARTICLE 5 - ASSOCIATION SECURITY**

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

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

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

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

5.03 The amount of the regular monthly dues shall be those authorized by the Association and the Vice-President, Finance of the Association shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deduction specified. In the case of any local dues levies, notification will be made by the local 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 Association dues by the Hospital, the Association agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

5.05 The amounts so deducted shall be remitted monthly to the Vice-President, Finance of the Association, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Hospital shall provide a list of nurses from whom deductions were made, their work site (if the bargaining unit covers more than one site) and the nurses' social insurance numbers, amount of dues deducted and, where feasible, the Hospital shall also provide the job classification, and status of the nurses. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month and returns from leaves of absence. A copy of this list will be sent concurrently to the local Union. The Hospital shall provide the information currently provided, 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, at least every six months.

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

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

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

### 6.01 Meetings

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

The employer agrees to pay for time spent during regular working hours for representatives of the Association attending meetings with the Employer.

### 6.02 Union Representatives & Grievance Committee

- (a) The Hospital agrees to recognize Union representatives to be elected or appointed from amongst nurses in the bargaining unit for the purpose of dealing with Association business as provided in this Collective Agreement. The number of representatives and the areas which they represent are set out in the Appendix of Local Provisions.
- (b) The Hospital will recognize a Grievance Committee, one of whom shall be chair. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement and the number of nurses on the Grievance Committee is set out in the Appendix of Local Provisions.
- (c) It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a union representative or member of the Grievance Committee is required to enter a unit within the hospital in which they are not ordinarily employed they shall, immediately upon entering such unit, report their presence to the supervisor or nurse in charge, as the case may be. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Hospital agrees to pay for all time spent during their regular hours by such representatives hereunder. The Hospital agrees to pay a grievor for all time spend during his or her regular hours at Step 1 and Step 2 grievance meetings.

### 6.03 Hospital-Association Committee

- (a) There shall be a Hospital-Association Committee comprised of representatives of the Hospital, one of whom shall be the Director of Nursing or designate and of the Association, one of whom shall be the Bargaining Unit President or designate. The number of representatives is set out in the Appendix of Local Provisions and the membership of the Committee may be expanded by mutual agreement.
- (b) The Committee shall meet every two (2) months unless otherwise agreed and as required under Article 8.01 (a) iv). The duties of chair and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the

recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.

- (c) The purpose of the Committee includes:
- i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality and quantity of nursing care and discussing the development and implementation of quality initiatives;
  - ii) dealing with complaints referred to it in accordance with the provisions of Article 8, Professional Responsibility;
  - iii) discussing and reviewing matters relating to orientation and in-service programs and professional development initiatives;
  - iv) reviewing professional responsibility complaints with a view to identifying trends and sharing organizational successes and solutions, making joint recommendations on matters of concern including the quality and quantity of nursing care and discussing the development and implementation of quality initiatives.
- (d) The Hospital agrees to pay for time spent during regular working hours for representatives of the Association attending at such meetings.
- (e) Where a Committee representative designated by the Association 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 representatives of the Association for the purpose of negotiating a renewal agreement. The number of nurses on the Negotiating Committee is set out in the Appendix of Local Provisions, included in this number shall be the Bargaining Unit President. The Hospital agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Hospital for a renewal agreement up to, but not including, arbitration.

(b) Central Negotiating Team

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

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

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

Time spent on such meetings will not be considered leave under Article 11.02, Leave for Association Business.

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

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

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

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

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

## 6.05 OCCUPATIONAL HEALTH & SAFETY

(a) It is the 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 agrees to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*, making particular reference to the following:

- 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 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. 8(12)].

- 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. 8(13)].
  - The employee shall ensure that the equipment, materials and protective devices as prescribed are provided. [*Occupational Health and Safety Act*, s. 25(1)(a)].
  - The employee shall use or wear the equipment, protective devices or clothing that the employer requires to be used or worn. [*Occupational Health and Safety Act*, s. 28(1)(b)].
  - The employee shall not use or operate any equipment, machine or 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*].
  - The Hospital will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to nurses at short notice in the event there are reasonable indications of the emergence of a pandemic.
  - In the event there are reasonable indications of the emergence of a pandemic any nurse working at more than one health care facility will, upon the request of the Employer, provide information of such employment to the Employer. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.
  - When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action (s) that reduces risk and protects employees.
- b) The local parties will determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:
- In particular, the local 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.

- Violence in the Workplace (include Verbal Abuse)
- Musculoskeletal Injury Prevention
- Needle Stick Injury Prevention
- Nurses 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) 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 Association from amongst bargaining unit employees 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 fulfill its functions. In addition, the Hospital will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession. 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. Copies shall be sent to the Committee members within a reasonable period of time following the meeting. The Joint Health and Safety Committee will determine the appropriate mechanism to communicate the minutes of the proceedings of the Committee to the organization.
- v) Any representative appointed or selected in accordance with (d) (j) 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 an Association representative to be involved in an investigation involving Association 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 Association agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- vii) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician, a risk to the pregnancy and /or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.
- viii) Where the Hospital identifies high risk areas where nurses are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the nurses.
- ix) At least one of the employees representing workers under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the *Act*, shall be from the Association. Upon written request, all Association 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 [nurse]
  - 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 (d) (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 locally with the Hospital and the other Unions representing employees of the Hospital.

NOTE 2: Workplace harassment means:

- (a) 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, or

Workplace sexual harassment;

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- (b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Ref: *Occupational Health and Safety Act, Sec. 1 (1)*.

6.06 The Association may hold meetings on Hospital premises providing permission has been first obtained from the Hospital.

6.07 The Association shall keep the Hospital notified in writing of the names of the union representatives and/or Committee members and Officers of the Local Association appointed or selected under this Article as well as the effective date of their respective appointments.

6.08 All reference to union representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Local Association.

The Local Association will advise the Hospital in writing of the name of the contact person(s) for the Local Association 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 nurse representing the local association makes prior arrangements for time off from a tour of duty, the nurse shall not be scheduled to work another tour that day.
- 6.11 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 nurse is entitled to be represented by her or his union representative. In the case of suspension or discharge, the Hospital shall notify the nurse of this right in advance.
- 7.03 It is the intent of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she or he has first given her or his immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with her or his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse. This discussion may include consultation, advice and assistance from others. If there is no settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of the immediate supervisor's decision in the following manner and sequence:

### **Step No. 1**

The nurse may submit a written grievance, signed by the nurse, to the Director of Nursing 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 Nursing or designate will deliver her or his decision in writing within nine (9) calendar days following the day on which the grievance was presented to her or him. Failing settlement, then:

### **Step No. 2**

Within nine (9) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the 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 No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Hospital Administrator or designate may have such counsel and assistance as she or he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting. The decision of the Hospital shall be delivered in writing to the Labour Relations Officer

and the local association representative within nine (9) calendar days following the date of such meeting. A copy of the second step grievance reply will be provided to the Labour Relations Officer.

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

7.05 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately they may present a group grievance in writing signed by each nurse who is grieving to the Director of Nursing or designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as 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 nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for:

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

The Hospital agrees to provide written reasons for the release of a probationary nurse within seven (7) days of such release.

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

(b) Discipline/Discharge/Suspension

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

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

- (i) confirming the Hospital's action in dismissing the nurse; or
- (ii) reinstating the nurse 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 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.

7.08 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Association will be final and binding upon the Hospital and the Association and the nurses.

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

7.10 The time prior to referral to arbitration may be utilized by the Association and/or the Hospital to suggest and possibly agree to a dispute resolution mechanism other than a three person Board of Arbitration, including the possibility of utilizing a sole arbitrator in cases where the parties agree that nominees are not necessary, and either party may request the appointment of a mediator other than in matters pertaining to the interpretation of central collective agreement language.

In matters pertaining to the interpretation of central collective agreement language, either party may refer the matter to the central parties for review. The central parties will make recommendations to their respective local parties with respect to the case. The central parties may be accompanied by representatives of the Hospital or the local Association at any meeting held to review such grievances.

When either party requests that any matter be submitted to arbitration as provided in the foregoing Articles, it shall make such request in writing addressed to the other party to this Agreement. Unless a sole arbitrator has been required prior to the time for submitting the matter to arbitration, then the party requesting arbitration shall, at the same time, name a nominee and within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two 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.

7.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance. Once appointed the parties may agree that the Arbitrator shall have all the powers set out in Section 50 of the *Labour Relations Act* including the power to mediate/arbitrate the grievance, the power to impose a settlement and to limit evidence and submissions.

- 7.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.13 The Arbitration Board/ 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 nurse or nurses 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*.
- 7.17 Wherever the Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

## **ARTICLE 8 - PROFESSIONAL RESPONSIBILITY**

(Article 8.01 applies to employees covered by an Ontario College under the *Regulated Health Professions Act* only).

- 8.01 The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

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

- (a)
  - i) At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.
  - ii) If necessary, using established lines of communication as identified by the Hospital, seek immediate assistance from an individual(s) (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
  - iii) Failing resolution of the workload issue at the time of occurrence or if the issue is ongoing, the nurse(s) will discuss the issue with her or his Manager or designate on the next day that the Manager (or

designate) and the nurse are both working or within five (5) calendar days, whichever is sooner. Complete the *ONA/Hospital Professional Responsibility Workload Report Form*. The manager (or designate) will provide a written response on the *ONA/Hospital Professional Responsibility Workload Report Form* to the nurse(s) within 5 days of receipt of the form with a copy to the Bargaining Unit President.

When meeting with the manager, the nurse(s) may request the assistance of a Union representative to support/assist her/him at the meeting.

- iv) Every effort will be made to resolve workload issues at the unit level. A Union representative shall be involved in any resolution discussion at the unit level. The discussion and actions will be documented.
- v) Failing resolution at the unit level, submit the *ONA/Hospital Professional Responsibility Workload Form* to the Association-Hospital Committee within twenty (20) calendar days from the date of the Manager's response or when she or he ought to have responded under (iii) above. The Chair of the Association-Hospital Committee shall convene a meeting of the Association-Hospital Committee within fifteen (15) calendar days of the filing of the the *ONA/Hospital Professional Responsibility Workload Form*. The Committee shall hear and attempt to resolve the issue(s) to the satisfaction of both parties, and report the outcome to the nurse(s).

(Article 8.01 (a) v), vi), vii) and viii) and 8.01 (b) applies to nurses only)

- vi) Prior to the issue(s) being forwarded to the Independent Assessment Committee, the Association may forward a written report outlining the issue(s) and recommendations to the Chief Nursing Executive.
- vii) Any settlement arrived at under Article 8.01 (a) iii), iv), or v) shall be signed by the parties

Failing resolution of the issue(s) within fifteen (15) calendar days of the meeting of the Association-Hospital Committee the issue(s) shall be forwarded to an Independent Assessment Committee composed of three (3) nurses; one chosen by the Ontario Nurses' Association, one chosen by the Hospital and one selected from a panel of independent registered nurses who are well respected within the profession, who will act as the chair. The parties agree that should a Chair be required the parties will use the top name on the list of chairs who has not previously been assigned.

- viii) If one of the parties fails to appoint its nominee within a period of forty-five (45) calendar days of giving notice to proceed to the Independent Assessment Committee, the process will proceed. This will not preclude either party from appointing their nominee prior to the commencement of the Independent Assessment Committee hearing.
- ix) The Assessment Committee shall set a date to conduct a hearing into the issue(s) within fourteen (14) calendar days of its

appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall render its decision, in writing, to the parties within forty-five (45) calendar days following completion of its hearing.

- x) It is understood and agreed that representatives of the Ontario Nurses' Association, including the Labour Relations Officer and the Nursing Practice Officer, may attend meetings held between the Hospital and the Association under this provision.
- xi) Any issue(s) lodged under this provision shall be on the form set out in Appendix 3. Alternately, the local parties may agree to an electronic version of the form and a process for signing.
- xii) The Chief Nursing Executive, Bargaining Unit President and the Hospital-Association Committee will jointly review the recommendations of the Independent Assessment Committee and develop an implementation plan for mutually agreed changes.

- (b) Each party will bear the cost of its own nominee and will share equally the fee of the Chair and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

8.02 The delegation of Controlled Acts shall be in accordance with the *Regulated Health Professions Act*, Medical Directives, and related statutes and regulations and in accordance with guidelines established by the College of Nurses of Ontario from time to time, and any hospital policy related thereto, provided that if the Association is of the opinion that such delegation would be inimical to proper patient care, the Association may refer the issue to the Association Hospital Committee.

8.03 The Hospital will notify the nurse when it reports her or him to the College of Nurses of Ontario, and refer them to the Union as a resource.

## **ARTICLE 9 – PROFESSIONAL DEVELOPMENT**

### 9.01 Orientation and In-Service Program

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

- 9.02 (a) Before assigning a newly hired full time nurse in charge of a nursing unit, the Hospital will first provide orientation both to the Hospital and to such nursing unit. It is understood that such nurse may be assigned to any tour as part of the nurse's orientation program, providing such assignment is in accordance with any scheduling regulations or objectives contained in the Appendix of Local Provisions which forms part of this Collective Agreement.
- (b) Before assigning a newly hired part time nurse in charge of a nursing unit, the Hospital will first provide orientation, in accordance with Article 9.01, both to the Hospital and to such nursing unit. It is understood that such nurse may be assigned to any tour as part of the nurse's orientation

program, providing such assignment is in accordance with any scheduling regulations or objectives contained in the Appendix of Local Provisions which forms part of this Collective Agreement.

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

9.04 In-Service Education

- (a) Both the Hospital and the Association recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Association supports the principle of its members' responsibility for their own professional development and the Hospital will endeavour to provide programs related to the requirements of the Hospital. Available programs will be publicized, and the Hospital will endeavour to provide nurses with opportunities to attend such programs during their regularly scheduled working hours.
- (b) When a nurse is on duty and authorized to attend any in-service program within the Hospital and during her or his regularly scheduled working hours the nurse shall suffer no loss of regular pay. When a nurse is required by the Hospital to engage in any learning opportunities outside of her or his regularly scheduled working hours, the nurse 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 nurses' regular working hours. Where a nurse 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 nurses will be credited with seniority and service for all such hours paid as provided above while engaged in such learning opportunities.

9.05 Technological Change

- (a) The Hospital undertakes to notify the Association in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of the nurse within the bargaining unit.

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

Nurses who are subject to layoff due to technological change will 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.

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

## 9.06

Access to Files

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

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

Notwithstanding Article 9.06 (b), upon review of the file, should the nurse believe that any counselling letter is no longer applicable, she or he may request that such documentation be removed. Such request shall not be unreasonably denied.

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

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

## 9.07

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

The above referenced Peer Feedback is confidential information which the nurse is expected to obtain by requesting feedback from peer(s) of her or his choice, for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College of Nurses of Ontario. The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program. For further clarity, the above referenced Peer Feedback will not be used as a performance evaluation under Article 9.06 (a)

9.08 Exams

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

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

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

9.09 The Hospital will meet with the Union to discuss any remediation or continuing education required by the College of Nurses of Ontario (CNO) to re-establish eligibility for clinical practice following a nurse's return from an approved absence.

9.10 Within fourteen (14) days of receipt of a written request from the nurse, the Hospital will provide the nurse 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 nurses shall be considered to be on probation for a period of seventy (70) tours worked from date of last hire (525 hours of work for nurses whose regular hours of work are other than the standard work day). If retained after the probationary period, the full-time nurse shall be credited with seniority from date of last hire and the part-time nurse shall be credited with seniority for the seventy (70) tours (525 hours) worked. With the written consent of the Hospital, the probationary nurse and the Bargaining Unit President of the Local Association or designate, such probationary period may be extended. Where the Hospital requests an extension of the probationary period, it will provide notice to the Association at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours) worked and, where requested, the Hospital will advise the nurse and the Association of the basis of such extension.
- ii) The parties recognize that ongoing feedback about the nurse's progress is important to the probationary nurse.
- (b) A nurse who transfers from casual or regular part-time to full-time status shall not be required to serve a probationary period where such nurse has previously completed one since her or his date of last hire. Where no such probationary period has been served, the number of tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) during the nine months immediately preceding the transfer shall be credited towards the probationary period.

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

## 10.02

Seniority Lists

- (a) A seniority list shall be established for all full-time RN's covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary RN's 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 RN's covered by this Agreement who have completed their probationary period. For information purposes only, the names of all regular part-time probationary RN's 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 RN's for the purposes of Article 10.07 only. Seniority on such lists will be expressed in terms of total hours worked from the date of last hire.
- (d) A seniority list shall be established for all full-time RPN's covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary RPN's shall be included in the seniority list. Seniority on such lists will be expressed in terms of a date.
- (e) A seniority list shall be established for all regular part-time RPN's covered by this Agreement who have completed their probationary period. For information purposes only, the names of all regular part-time probationary RPN's shall be included in the seniority list. Seniority on such lists will be expressed in terms of total hours worked.
- (f) A seniority list shall be maintained for casual part-time RPN's for the purposes of Article 10.07 only. Seniority on such lists will be expressed in terms of total hours worked from the date of last hire.
- (g) Copies of the current seniority lists will be filed with the Bargaining Unit President of the Local Association, or designate, on request but not more frequently than once every six (6) months at a time to be mutually determined. A copy of the seniority lists shall also be posted at the same time. The Hospital will include the nurses' work unit on the seniority list.

## 10.03

Retention/transfer of Service and Seniority

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

#### 10.04 Effect of Absence [Full-Time]

Article 10.04 applies to full-time nurses only; Note 1 provides that the accrual of seniority and service on pregnancy and parental leave also applies to part time nurses; 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 nurse's absence without pay from the Hospital including absences under Article 11, Leaves of Absence, exceeds thirty (30) continuous calendar days the nurse will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the nurse will become responsible for full payment of any subsidized employee benefits in which she or he is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a nurse may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage. In circumstances where a full-time nurse is on an unpaid leave of absence in excess of thirty (30) calendar days and voluntarily works occasional tour(s) during the leave period, the nurse shall be deemed to have continued on unpaid leave.

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

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

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

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 nurses shall accrue for absences due to a disability resulting in WSIB benefits, or illness or injury in excess of thirty (30) consecutive calendar days. The rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week

is a week where the nurse is not absent due to vacation, pregnancy-parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

#### 10.06 Deemed Termination

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

- (a) leaves of her or his own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for 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 a classification within the bargaining unit or a new full-time position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses in this bargaining unit and nurses in another ONA bargaining unit at the Hospital, if any, may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days.
- ii) Where a permanent regular part-time vacancy occurs in a classification within the bargaining unit or a new regular part-time position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses in this bargaining unit and nurses in another ONA bargaining unit at the Hospital, if any, may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a

posted vacancy are to be posted for seven (7) consecutive calendar days.

- iii) A copy of all job postings will be provided to the local Association at the time of posting.
- iv) The job posting provisions take precedence over any recall rights that employees may have under this agreement, unless otherwise provided herein.

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

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

A list of vacancies filled in the preceding month under Articles 10.07 (a) and (b), and the names of the successful applicants, will be posted, with a copy provided to the Association. The Association 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 local parties will ensure that there is a means of notifying the unsuccessful applicants in a timely manner.

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

- (c) Nurses shall be selected for positions under either Article 10.07 (a) or (b) on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where seniority governs, the most senior applicant, regardless of her or his ONA bargaining unit, will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that she or he cannot satisfactorily perform the job to which she or he was promoted, the Hospital will attempt, during the first sixty (60) tours (450 hours for nurses whose regular hours of work are other than the standard work day) worked from the date on which the nurse was first assigned to the vacancy, to return the nurse to her or his former job, and the filling of the subsequent vacancies will likewise be reversed. Notwithstanding the level of entry to practice (baccalaureate degree in nursing) which became

effective in 2005, the Hospital will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

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

#### 10.08 Layoff – Definition of Notice

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

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

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

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

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

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

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

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

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

10.09 Layoff – Process and Options

- (a) In the event of a layoff, nurses shall be laid off in the reverse order of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be first laid off.
- (b) Nurses shall have the following entitlements in the event of a layoff;
- i) A nurse who has been notified of a short-term layoff may:
    - A) accept the layoff; or
    - B) elect to transfer to a vacant position, provided she or he is qualified to perform the available work; or
    - C) displace the least senior nurse in the bargaining unit whose work she or he is qualified to perform.
  - ii) A nurse who has been notified of a long-term layoff may
    - A) accept the layoff; or
    - B) elect to transfer to a vacant position provided that she or he is qualified to perform the available work; or
    - C) displace another nurse in any classification who has lesser bargaining unit seniority and who is the least senior nurse on a unit or area whose work the nurse subject to layoff is qualified to perform.
  - iii) In all cases of layoff:
    - A) Any agreement between the Hospital and the Association concerning the method of implementation of a layoff shall take precedence over the terms of this article. While an individual nurse is entitled to Union representation, the unavailability of a representative of the Association shall not delay any meeting regarding layoffs or staff reductions.
    - B) Where a vacancy occurs in a position following a layoff hereunder as a result of which a nurse has been transferred to another position, the affected nurse will be offered the opportunity to return to her or his former position providing such vacancy occurs within six (6) months of the date of layoff. Where the nurse returns to her or his former position there shall be no obligation to consider the vacancy under Article 10.07. Where the nurse refuses the opportunity to return to her or his former position the nurse 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 Association.
  - D) All regular part-time and full-time nurses represented by the Association who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new nurse is hired into either category.
  - E) Full-time and part-time layoff and recall rights shall be separate.
  - F) Casual part-time nurses shall not be utilized while full-time or regular part-time nurses remain on layoff, unless the provisions of Article 10.10 have been complied with or unless the matter is covered by local scheduling.
  - G) No new nurses shall be hired until all those nurses who retain the right to be recalled have been given an opportunity to return to work.
  - H) In this Article (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 an employee to absent her or himself from the workplace.
- (c) i) Where there are vacant positions available under Article 10 but the nurse subject to the layoff process is not qualified to perform the available work, and if such nurse is not able to displace another nurse under Article 10, the nurse will be provided with necessary training up to sixteen (16) weeks training to enable the nurse to become qualified for one of the vacant positions. In determining the position for which training will be provided the hospital shall take account of the nurses stated preference.
- ii) When nurses would otherwise be recalled pursuant to Article 10 but none of the nurses on the recall list are qualified to perform the available work the hospital will provide necessary training up to sixteen (16) weeks to nurses, in order of seniority, to enable them to become qualified to perform the available work.
- iii) Where a nurse receives training under this provision, she or he need not be considered for any further vacancies for a period of six (6) months from the date she or he is placed in the position.

## 10.10

### Recall from Layoff

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

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

The acceptance of a temporary or occasional 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 nurse will be deemed to be laid off at the conclusion of the temporary or occasional vacancy.

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

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

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

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

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

#### 10.11 Transfer outside of the Bargaining Unit

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

A nurse who is transferred to a position outside of the bargaining unit for a period of more than three (3) months, but not more than one (1) year shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.

The Union will be provided notice prior to the commencement of the transfers mentioned above.

A nurse must remain in the bargaining unit for a period of at least **five (5)** months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.

- (b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Hospital agrees that it will not make work assignments that violate the purpose and intent of this provision. The Hospital will advise the local Association of the names of any nurses 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 nurse 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 Nurses

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

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

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

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

- 10.13 (a) Where a nurse has received individual notice of long term layoff under Article 10.08 such nurse may resign and receive a separation allowance as follows:

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

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

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

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

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

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

11.02 (a) Leave for Association Business

The Hospital agrees to grant leaves of absence, without pay, to nurses selected by the Association to attend Association business including conferences, conventions and Provincial Committee meetings and to any nurse elected to the position of Local Co-ordinator. The cumulative total leave of absence, the amount of notice, the number of nurses that may be absent at any one time and from any one area and the number of days (including those of the Local Co-ordinator) is set out in the Appendix of Local Provisions. During such leave of absence, a nurse's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Hospital and the local Association agrees to reimburse the Hospital in the amount of the daily rate of the full-time nurse or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time nurse except for Provincial Committee meetings which will be reimbursed by the Association. The Hospital will bill the local Association within a reasonable period of time. Part-time nurses will receive seniority and service credit for all leaves granted under this Article.

(b) Upon application in writing by the Union on behalf of an employee to the Hospital, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 10.04 there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses Association. The employee agrees to notify the Hospital of her or his Intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

11.03 Leave, Board of Directors

A nurse, who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as she or he may require to fulfill the duties of the position. Reasonable notice - sufficient to adequately allow the Hospital to minimize disruption of its services shall be given to the Hospital for such leave of absence. Notwithstanding Article 10.04, there shall be no loss of seniority or

service for a nurse during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Article 11.02 above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Hospital and the Association agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits.

#### 11.04 Leave, President, O.N.A.

Upon application in writing by the Association on behalf of the nurse to the Hospital, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association. Notwithstanding Article 10.04, there shall be no loss of service or seniority for a nurse during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Hospital and the Association agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Hospital of her or his intention to return to work at least two (2) weeks prior to the date of such return.

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

#### 11.05 Bereavement Leave

A nurse who notifies the Hospital as soon as possible following 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 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 nurse 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 nurse does not qualify under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay.

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

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

#### 11.06 Jury & Witness Duty

- (a) If a full-time or regular part-time nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law in connection with a case arising from the nurse's duties at a hospital, or is required to attend a coroner's inquest in connection with a case arising

from the nurse's duties at the Hospital, the nurse shall not lose service/seniority or regular pay because of such attendance and shall not be required to work the night shift prior to, or on the day of such duty provided that the nurse:

- i) notifies the Hospital immediately on the nurse's notification that she or he will be required to attend court;
- ii) presents proof of service requiring the nurse's attendance;
- iii) deposits with the Hospital the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt where available.

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

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

Part-time nurses 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 nurse who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months' duration, inclusive of any parental leave.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject

to successfully completing her or his probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 (a) to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) The Hospital may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 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 one (1) week Employment Insurance waiting period, and receipt by the Hospital of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

The employee 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 employees based on the employees' normal weekly hours for the full duration of the pregnancy leave in addition to pension contributions if applicable.

## 11.08

### Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article 11.07 is eligible to be granted a parental leave of up to thirty-five (35) weeks' duration, in accordance with the *Employment Standards Act*. A nurse who is eligible

for a parental leave may extend the parental leave for a period of up to twelve (12) weeks' duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

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

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

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four (84%) of the nurse'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 one (1) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of twelve (12) weeks. The nurse's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

The employee 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 employees based on the employee's normal weekly hours for that portion of the parental leave for which SUB payments are being made, i.e. 12 weeks, in addition to pension contributions if applicable.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Hospital will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

#### 11.09 Education Leave

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

- (a) Leave of absence, without pay, for the purposes of further education directly related to the nurse's employment with the Hospital may be granted on written application by the nurse to the Director of Nursing, Supervisor or designate. Requests for such leave will not be unreasonably denied.
- (b) A full-time or regular part-time nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of taking any examinations required in any recognized course in which nurses are enrolled to upgrade their nursing qualifications.

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

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

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

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

Pre-Paid Leave Plan

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

- (a) The plan is available to nurses wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Director of Nursing or Supervisor at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of nurses that may be absent at any one time shall be determined by local negotiations. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Association and the Hospital.
- (d) Written applications will be reviewed by the Director of Nursing, Supervisor or designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her or him until the year of the leave or upon withdrawal from the plan.
- (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 nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Full-time nurses shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Hospital's Retirement Plan will continue in accordance with Article 17.04 unless prohibited by law. Full-time nurses will not be eligible to participate in the disability income plan during the year of leave.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Director of Nursing or Supervisor. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.

- (j) If the nurse terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the nurse within a reasonable period of time.
- (l) The nurse will be reinstated to her or his former position unless the position has been discontinued, in which case the nurse shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the nurse's pay. Such agreement will include:
  - i) A statement that the nurse 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.
  - iv) The letter of application from the nurse to the Hospital to enter the pre-paid leave program will be appended to and form part of the written agreement.

## 11.12

Secondments

- (a) A nurse who is seconded from the Hospital to a 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 nurse is seconded, the nurse's salary and applicable benefits shall be maintained by the hospital and the hospital shall be reimbursed for the full cost of salary and applicable benefits by the agency to which the nurse is seconded. The nurse agrees to notify the Hospital of her or his intention to return to work at least two (2) weeks prior to the date of such return.
- (b) The Hospital shall seek the Union's agreement to establish secondment arrangements. Such agreement shall not be unreasonably denied. The terms and conditions will be established by agreement of the parties.

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

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

#### 11.13 Family Medical Leave

- (a) Family Medical Leave will be granted in accordance with the *Employment Standards Act* for up to twenty-eight (28) weeks within a fifty-two (52) week period.
- (c) A nurse 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 employee benefits, including pension, in which the nurse is participating during the leave.
- (d) Subject to any changes in a nurse's status which would have occurred had he or she not been on Family Medical leave, the nurse shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

11.14 Domestic or Sexual Violence Leave will be granted in accordance with the *Employment Standards Act*.

### **ARTICLE 12 - SICK LEAVE**

- 12.01 (a) The Hospital will assume total responsibility for providing and funding a short term sick leave plan for full-time employees.
- (b) The employee after completing three months of service will be credited with twelve (12) days at the beginning of each calendar year that may be used for sick leave purposes. If at the end of the calendar year all twelve (12) days are not utilized, up to six (6) days will be carried forward to be used in future years as specified herein. Any remaining days not used for sick leave purposes or carried forward will be paid out. Days credited will be prorated during the first calendar year of employment.
- (c) Sick leave days will be carried forward to a maximum accumulation of one hundred (100) days.
- (d) If a nurse has days accumulated from prior years, and is absent due to illness, the days credited for that year will be used prior to utilizing days accumulated from prior years.
- (e) If a nurse has been an employee for five (5) or more years and leaves the employ of the Hospital for any reason, other than discharge for just cause,

the nurse will receive fifty (50%) percent of the cash value of the days accumulated in her sick leave bank.

- (f) If a nurse, having reached age 65, retires, she shall receive seventy-five (75%) percent of the cash value of the days accumulated in her sick leave bank.
- (g) Full-time nurses employed for more than five years who transfer to part-time shall have their bank paid out when transferring to part-time in accordance with 12.01 (e).

#### 12.02 Long Term Disability

- (a) The Hospital agrees to pay one hundred (100%) percent of the premium for a Long Term Disability Plan for all eligible full-time nurses after three months of continuous employment, with a waiting period of one hundred and twenty (120) days and compensation at 70% of the nurses' straight-time salary.
- (b) The insurer of the benefit is Great-West Life Insurance. Issues concerning eligibility and entitlement, are governed by the terms of the plans, and are matters between the insurance company and the nurse and are not arbitrable under this collective agreement. The Hospital reserves the right to change carriers, provided that the coverage is not fundamentally altered.

12.03 When a nurse has completed any portion of his/her regularly scheduled shift prior to going on sick leave benefits or Workers' Compensation benefits, the nurse shall be paid for the balance of the shift at his or her regular straight-time hourly rate. This provision shall not disentitle the nurse to a lieu day under Article 15.05 if he or she otherwise qualifies.

12.04 Nurses returning to work from illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.

12.05 The Hospital shall notify each nurse of the amount of unused sick leave in his or her bank annually.

12.06 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

12.07 A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the nurse would receive from Workers' Compensation if the nurse's claim was approved, or the benefit to which the nurse would be entitled under the short term sick leave plan. Payment will be provided only if the nurse provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workplace Safety and Insurance Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the nurse would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue only until sick leave entitlements have been exhausted.

12.08 If the employer requires the employee to obtain a medical certificate the employer shall pay the full cost of obtaining the certificate. A medical certificate will include a certificate from a nurse practitioner.

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

12.09 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 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) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour on the basis of fifteen (15) minutes for each half tour. The scheduling of meal periods and relief periods shall be determined by local negotiations.
- (c) The regular daily tours of duty of a full-time nurse shall average five (5) days per week over the nursing schedule determined by the Hospital. Full-time schedules shall be determined by local negotiation.

Full-time nurses in the bargaining unit engaged in teaching in Schools for R.P.N.'s shall work a flexible schedule, Monday to Friday, averaging 37½ hours per week over the schedule to be determined by local negotiations. (Last paragraph of 13.01(c) applies to nurses only).

- (d) Where a nurse notifies her or his supervisor that she or he has been or will be unable to take the normal lunch break due to the requirement of providing patient care, such nurse shall be paid time and one half (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 employees under Section 17 (2) of the *Employment Standards Act, 2000* that conflicts with the collective agreement.

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

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

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

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

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

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

13.03 Innovative Unit Scheduling

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

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

13.04

Individual Special Circumstance Arrangements

Notwithstanding Article 2.04, the Hospital and the Association may agree in certain circumstances, the schedule of an individual full-time nurse may be adjusted to enable an average weekly work assignment of 30 to 37.5 hours.

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

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

**ARTICLE 14 - PREMIUM PAYMENT**

14.01

- (a) (Article 14.01 (a) applies to full-time nurses only)

If a nurse is authorized to work in excess of the hours referred to in Article 13.01 (a) or (c), she or he shall receive overtime premium of one and one-half (1½) times her or his regular straight time hourly rate. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her or his normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 13.01 (a) and (c) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. For purpose of clarity, a nurse who is required to work on her or his scheduled day off shall receive overtime premium of one and one-half (1½) times her or his regular straight time hourly rate. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

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

If a part-time nurse is authorized to work in excess of the hours referred to in Article 13.01 (a), she or he shall receive overtime premium of one and one-half (1½) times her or his regular straight time hourly rate. A part-time nurse (including casual nurses but not including part-time nurses who are filling temporary full-time vacancies) who works in excess of seventy-five (75) hours in a two (2) week period shall receive time and one-half (1½) her or his regular straight time hourly rate for all hours worked in excess of seventy-five (75). A part-time nurse who is filling a temporary full-time

vacancy shall receive time and one-half (1½) her or his regular straight time hourly rate for all hours worked in excess of an average of 37½ hours per week over the full-time nursing schedule determined by the Hospital. Such averaging will commence at the conclusion of the two week period following the nurse's transfer to the temporary full-time position and will end at the conclusion of the two week period prior to the nurse's return to her or his former position. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her or his normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 13.01 (a) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

- 14.02 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in tour on the request of a nurse or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two nurses.
- 14.03 Work scheduled by the Hospital to which a premium is attached under scheduling regulations contained in the Collective Agreement and set out in the Appendix of Local Provisions shall be paid at one and one-half (1½) times the nurse's regular straight time hourly rate or as otherwise provided.
- 14.04 Where a nurse is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of time and one-half (1½) the nurse's regular straight time hourly rate as a result of 14.03 above and the nurse is required to work additional hours following her or his full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse) such nurse shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked.
- 14.05 A nurse, who reports for work as scheduled, unless otherwise notified by the Hospital, shall receive a minimum of four (4) hours' pay at her or his regular straight time hourly rate. The nurse shall be required to perform any nursing duties assigned by the Hospital which she or he is capable of doing, if her or his regular duties are not available.
- 14.06 Where a full-time or regular part-time nurse has completed her or his regularly scheduled tour and left the hospital and is called in to work outside her or his regularly scheduled working hours, or where a nurse is called back from standby, such nurse shall receive time and one-half (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 nurse 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 Standby

A nurse who is required to remain available for duty on standby outside his or her regularly scheduled working hours shall receive standby pay in the amount of three dollars and forty five cents (\$3.45) per hour for the period of standby scheduled by the Hospital. Where such standby duty falls on a paid holiday, as set out in the Appendix of Local Provisions, the nurse shall receive standby pay in the amount of five dollars and five cents (\$5.05) per hour. Standby pay shall, however, cease where the nurse is called in to work under Article 14.06 above and works during the period of standby.

14.08 The regular straight time hourly rate for a full-time or part-time nurse will be the hourly rate in the wage schedule set forth in Article 19.01(a).

14.09 Where a nurse has worked and accumulated approved hours for which she or he is entitled to be paid premium pay (other than hours relating to working on paid holidays) such nurse shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e., where the applicable rate is time and one-half (1½) then time off shall be at time and one-half (1½)). Where a nurse chooses equivalent time off such time off must be taken within the period set out in the Appendix of Local Provisions or payment in accordance with the former option shall be made. Nurses in the bargaining unit engaged in teaching in Schools for R.P.N.'s working overtime in excess of their average weekly hours referred to in Article 13.01 (c) which have been authorized in advance by the Director of the School, shall be entitled to compensating time off in accordance with the foregoing.

14.10 Shift Premium

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

14.11 Ambulance Escort

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

- (a) i) Where a full-time nurse performs such duties during her or his regular shift, the full time nurse shall be paid her or his regular rate of pay. Where a full-time nurse performs such duties outside her or his regular shift or on a day off, she or he shall be paid the appropriate overtime rate.
- ii) Where a part-time nurse performs such duties during an assigned shift, she or he shall be paid her or his regular rate of pay. Where a part-time nurse continues to perform such duties in excess of her or his assigned shift, she or he shall be paid the appropriate overtime rate.

- (b) Where such duties extend beyond the nurse's regular shift, the Hospital will not require the nurse to return to regular duties at the Hospital without at least eight (8) hours of time off. Where such time off extends into the nurse's next regularly scheduled shift she or he will maintain her or his regular earnings for that full shift.
- (c) Hours spent between the time the nurse is relieved of patient care responsibilities and the time the nurse returns to the hospital or to such other location agreed upon between the Hospital and the nurse will be paid at straight time or at appropriate overtime rates, if applicable under Article 14.01. It is understood that the nurse shall return to the hospital or to such other location agreed upon between the Hospital and the nurse at the earliest opportunity. Prior to the nurse's departure on escort duty, or at such other time as may be mutually agreed upon between the Hospital and the nurse, the Hospital will establish with the nurse arrangements for return travel.
- (d) The nurse shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.

## 14.12

- (a) (Article 14.12 (a) applies to full-time nurses only)

The posting of work schedules shall be as set out in the Appendix of Local Provisions. It shall be the responsibility of the nurse to consult posted work schedules. The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the nurse. Where less than forty-eight (48) hours' notice is given personally to the nurse, time and one-half (1½) of the nurse's regular straight time hourly rate will be paid for all hours worked on the nurse's next shift worked.

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

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

- (b) (Article 14.12 (b) applies to part-time nurses only)
  - i) The posting of work schedules for regular part-time nurses shall be determined by local negotiations. It shall be the responsibility of the regular part-time nurse to consult posted work schedules. The Hospital 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 nurse.
  - ii) Where a nurse 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 nurse will be paid for a full

tour provided that the nurse works until the normal completion of the tour.

- (c) Where a hospital is encountering problems around the provision of personal notice to nurses, the parties will endeavour to resolve these concerns at the Hospital-Association Committee.

Registered Nurses

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

Registered Practical Nurses

Effective November 18, 2016 a Registered Practical Nurse shall be paid a weekend premium of one dollar and ninety cents (\$1.90) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday. If a nurse is receiving premium pay under Article 14.03 pursuant to a local scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.

Effective April 1, 2017 a Registered Practical Nurse shall be paid a weekend premium of two dollars (\$2.00) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday. If a nurse is receiving premium pay under Article 14.03 pursuant to a local scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.

**ARTICLE 15 - PAID HOLIDAYS**

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

- 15.01 A nurse who otherwise qualifies under Article 15.02 hereunder shall receive twelve (12) paid holidays as designated in the appendix of local provisions.

In the event that the Provincial Government declares an additional holiday (such as Heritage Day) during the term of this agreement, such holiday will be substituted for one of the above-mentioned holidays.

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

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Hospital;
- (c) the nurse's regular scheduled day off;

- (d) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

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

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

15.04 Subject to Article 15.02:

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

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

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

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

15.07 Article 15.07 applies to part-time nurses only.

If a regular part-time nurse works on any of the holidays listed in Article 15.01 of this Agreement, she or he shall be paid at the rate of time and one-half (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 16.04 apply to full-time nurses only)

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

(a) RN's who have completed less than one (1) year of full-time continuous service (as of the date for determining vacation entitlement) shall be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay in the amount of 6% of gross earnings.

- (b) RPN's who have completed less than one (1) year of full-time continuous service (as of the date for determining vacation entitlement) shall be entitled to a vacation on the basis of .83 days for each completed month of service with pay in the amount of 4% of gross earnings.
- (c) RN's who have completed one (1) or more years of full-time continuous service (as of the date for determining vacation entitlement ) shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (d) RPN's who have completed one (1) or more years of full-time continuous service (as of the date for determining vacation entitlement) shall be entitled to an annual vacation of two (2) weeks with two (2) weeks' pay, provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (e) RN's who have completed three (3) or more years of full-time continuous service (as of the date for determining vacation entitlement ) shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (f) RPN's who have completed two (2) or more years of full-time continuous service (as of the date for determining vacation entitlement) shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (g) RPN's who have completed five (5) or more years of full-time continuous service (as of the date for determining vacation entitlement) shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (h) RN's who have completed eleven (11) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual hospital) shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay (187.5 hours' pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (i) RPN's who have completed twelve (12) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual hospital) shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay (187.5 hours' pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (j) RN's who have completed twenty (20) years or more of full-time continuous service (as of the date for determining vacation entitlement in the individual hospital) shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay (225 hours' pay for nurses whose regular hours of work are

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

- (k) RPN's who have completed twenty (20) years or more of full-time continuous service (as of the date for determining vacation entitlement in the individual hospital) shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay (225 hours' pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (l) A Registered Nurses who have completed twenty-five (25) years or more of full-time continuous service (as of the date for determining vacation entitlement in the individual hospital) shall be entitled to an annual vacation of seven (7) weeks' with seven (7) weeks' pay (262.5 hours' pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (m) A Registered Practical Nurses who have completed twenty-eight (28) years or more of full-time continuous service (as of the date for determining vacation entitlement in the individual hospital) shall be entitled to an annual vacation of seven (7) weeks with seven (7) weeks' pay (262.5 hours' pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (n) If a nurse works or receives paid leave for less than 1525 hours in the vacation year she or he will receive vacation 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 nurse who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her or him to the date of her or his separation, it being understood and agreed that the nurse will provide at least two (2) weeks' notice of termination.

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

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

- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
- (d) Where a nurse's scheduled vacation is interrupted due to bereavement or jury and witness duty, the nurse shall be entitled to bereavement leave or jury and witness duty in accordance with Article 11.05 and 11.06.
- (e) The portion of the employee's vacation which is deemed to be bereavement leave or jury and witness duty under the above provisions will not be counted against the employee's vacation credits.

(Articles 16.05 to 16.07 apply to part-time nurses only)

16.05 All regular part-time nurses shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees, of their gross earnings in the preceding year. If an employee works or receives paid leave for less than 1100 hours in the vacation year she or he will receive vacation pay based on a percentage of her or his gross salary for work performed on the following basis:

2 week entitlement	- 4%
3 week entitlement	- 6%
4 week entitlement	- 8%
5 week entitlement	-10%
6 week entitlement	-12%
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 nurses will be paid vacation pay in accordance with the above entitlement on gross earnings or on gross salary for work performed, as applicable. Equivalent years of service will be based on the casual part-time nurses' seniority established under Article 10.02 and will be calculated on the basis that 1500 hours of part-time service shall equal one (1) year of full-time service and vice-versa.

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

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

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

- 16.09 A vacation request, which has been submitted by the nurse and then approved by the Hospital, may not be cancelled by the Hospital without the consent of the nurse.

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

(Article 17 applies to full-time nurses only).

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

(a) OHIP

The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Ontario Health Insurance Plan.

(b) HOSPITAL

The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Canada Life hospital plan or comparable coverage with another carrier.

(c) EXTENDED HEALTH

The Hospital agrees to contribute 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Canada Life Extended Health Care Benefits Plan. Effective the date of ratification:

Vision Care to a maximum \$450 every 24 months which shall include laser eye surgery and Chiropractic coverage will include the first fifteen (15) visits to a maximum of \$500.

Effective November 18, 2016, coverage for hearing aids shall be \$600 every 36 months.

Effective April 1, 2017, coverage for hearing aids shall be \$700 every 36 months.

Registered psychotherapists shall be added as a professional that can be used for the existing Social work/Clinical psychology benefit within the existing combined maximum of \$1500.00 per calendar year.

(d) LIFE INSURANCE

The Hospital agrees to contribute 80% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under H.O.O.G.L.I.P. or such other group life insurance plan currently in effect providing the balance of the monthly premiums are paid by the employees through payroll deductions. Such insurance shall include benefits for

accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the nurse is entitled.

(e) HOSPITALS OF ONTARIO VOLUNTARY LIFE INSURANCE PLAN

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

(f) DENTAL

The Hospital agrees to contribute 60% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Canada Life Dental Plan or comparable coverage with another carrier, (based on the current ODA fee as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employee through payroll deductions.

Effective May 1, 2008

Dental coverage up to 70 years old for active full-time employees.

Orthodontic coverage to a life time maximum of \$2000.00; dependent children work to be completed by the age of 19 - 50/50 co-payment.

Early retiree dental benefits consistent with the coverage implemented in the letter dated January 30, 2008 from Greg Shaw, OHA, to Linda Haslam-Stroud, ONA.

For Clarity, Implants are included under major restorative work.

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

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

17.02 For newly hired nurses, coverage as set out in Article 17.01 shall be effective the first day of the fourth full month following the month in which the newly-hired nurse was first employed subject to any enrolment or other requirements of the plan.

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 is not decreased. The Hospital will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. The Hospital will provide the Association with a summary document outlining the differences, if any, between the levels of benefits provided by the existing and new carrier plans.

17.04 RETIREMENT PLAN

The Hospital agrees to provide a Group RRSP to all eligible full-time and part-time nurses in the active employ of the Hospital. The Hospital will provide 5% of gross straight time salary to a maximum of \$2,500 annually provided the nurse contributes an equal amount through payroll deduction. The nurse, once having elected to participate may not opt out.

The full value in the employee's account is the property of the employee at all times.

- 17.05 The Hospital shall continue to pay the premiums for benefit plans under Articles 17 and 12 for nurses who are on paid leave of absence or WSIB or at any time when salary is received, or as provided in Article 10.04. Such payment shall also continue while a nurse is on sick leave (including the Employment Insurance Period) or on Long Term Disability to a maximum of 30 months from the time the absence commenced or for retirees who are in receipt of Canada Pension Plan Disability Benefits to a maximum of 30 months from the time the absence commenced. Such premium payments are conditional on the nurse paying his or her portion of the premium payment.
- Nurses who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment and provided also that the layoff does not exceed one year.

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

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

17.07 EMPLOYMENT INSURANCE REBATE

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The nurses' share of the employer's employment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this agreement.

**ARTICLE 18 – MISCELLANEOUS**

- 18.01 Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Association and sufficient copies will be provided to the Hospital and the local Association as requested. The cost of printing the Collective Agreement will be shared equally by the Hospital and the local Association.

- 18.02 Whenever the feminine pronoun is used in this Agreement, it includes the masculine and non-binary 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 responsibility of each nurse to notify the Hospital promptly of any change in address or any change in temporary residency. If a nurse fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such a nurse. A nurse shall notify the Hospital of any change to her or his telephone number.
- 18.04 Medical examinations, re-examinations and any tests required under the *Private Hospitals Act* will be provided by the Hospital in compliance with the Regulations. The nurse may choose her or his personal physician for all such examinations, except the pre-employment medical, unless the Hospital has a specific objection to the physician selected.
- 18.05 Current provisions in Collective Agreements relating to the provision of x-rays, laboratory work, immunization injections, gamma globulin and other programs shall be continued.
- 18.06 Prior to effecting any changes in rules or policies which affect nurses covered by this Agreement, the Hospital will discuss the changes with the Association and provide copies to the Association.

## **ARTICLE 19 – COMPENSATION**

- 19.01 (a) The salary rates in effect during the term of the Agreement shall be those set forth below. The regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Nurses and for full-time, regular part-time and casual part-time Registered Practical Nurses shall be as follows

### **Classification - Registered Nurse**

	Effective <u>April 1, 2018</u>	Effective <u>April 1, 2019</u>
Start	\$32.66	\$33.23
1 Year	\$32.81	\$33.39
2 Years	\$33.36	\$33.94
3 Years	\$35.00	\$35.62
4 Years	\$36.66	\$37.30
5 Years	\$38.72	\$39.40
6 Years	\$40.80	\$41.52
7 Years	\$42.89	\$43.64
8 Years	\$45.94	\$46.75
25 Years	\$46.76	\$47.57

- NOTE: Nurses who hold a temporary certificate as a Registered Nurse shall be paid one dollar less than the applicable start rate.

Registered Practical Nurses

	Effective <u>April 1, 2018</u>	Effective <u>April 1, 2019</u>
Start	\$29.13	\$29.60
1 Year	\$29.51	\$29.98
2 Years	\$29.87	\$30.35
3 Years	\$30.21	\$30.69

NOTE: Nurses who hold a temporary certificate as a Registered Practical Nurse shall be paid fifty cents less than the applicable start rate.

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

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

Applicable straight time hourly rate + 13%.

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

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

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

19.03 A nurse is required to have a renewed Certificate of Registration on or before February 15th of each year. The Hospital will obtain evidence that her or his certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of

the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the Hospital will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

NOTE 1: If there is an allegation that this clause has not been interpreted in a manner consistent with the *Ontario Human Rights Code*, it may be subject of a grievance or arbitration.

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

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

(c) A nurse who holds a Temporary or Provisional Certificate of Registration as a Nurse who obtains a General Certificate of Registration shall be placed on the level in the Registered Nurse's salary grid which represents an increase in salary.

(d) Group, Unit or Team Leader

Whenever an employee is assigned additional responsibility to direct, supervise or oversee work of employees within her or his classification, and/or be assigned overall responsibility for patient care on the unit, ward, or area, for a tour of duty, the employee shall be paid a premium of two dollars (\$2.00) per hour in addition to her or his regular salary and applicable premium allowance.

Article 19.05 (a) applies to full-time nurses only).

- 19.05 (a) Claim for related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. Once established consistent with this provision, credit for related experience will be retroactive to the nurse's date of hire. The nurse shall co-operate with the Hospital by providing verification of previous experience so that her or his recent related clinical experience may be determined and evaluated during her or his probationary period. Having established the recent related clinical experience, the Hospital will credit a new registered nurse with one (1) annual service increment for each year of experience up to the maximum of the salary grid. Registered Practical Nurses shall receive a maximum of two (2) year's credit on the salary grid.

If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Hospital. The Hospital may also give effect to part-time nursing experience in special circumstances.

For full-time nurses the Hospital shall give effect to part-time nursing experience, and for part-time nurses the Hospital shall give effect to full-time nursing experience.

(Article 19.05 (b) applies to part-time nurses only).

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

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

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

- 19.06 (a) Each full-time nurse will be advanced from her or his present level to the next level set out in the Salary Schedule, twelve (12) months after she or he was last advanced on her or his service review date. If a full-time nurse's absence without pay from the Hospital exceeds thirty (30) continuous calendar days during each twelve (12) month period, the nurse's service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

- (b) Each regular part-time nurse will be advanced from her or his present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 10.03.
  - (c) Casual part-time nurses will be placed on the salary grid in accordance with their service, such service to be calculated in accordance with the seniority calculation set out in Article 10.03. Casual part-time nurses will then advance on the grid in the same manner as regular part-time nurses.
- 19.07
- (a) A part-time nurse 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 nurse 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 nurse who is so transferred will be given credit for service accumulated since the date of last advancement.
  - (b) A casual part-time nurse 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 nurse who is so transferred will be given credit for service accumulated since the date of last advancement.
- 19.08
- (a) When a new classification in the bargaining unit is established by the Hospital or the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Hospital agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Hospital and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 7, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Hospital and duties and responsibilities involved.
- Any change in the rate established by the Hospital either through meetings with the Association or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.
- (b) If a nurse becomes disabled with the result that she or he is unable to carry out the regular functions of her or his position, the Hospital may establish a special classification and salary with the hope of providing an opportunity for continued employment.
- 19.09
- 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 employee's annual tax bracket.

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

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

## **ARTICLE 20 - JOB SHARING**

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

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

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

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

## **ARTICLE 21 – DURATION**

21.01 The Agreement shall continue in effect until March 31, 2020 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 parties 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:

Appendix 1 - O.N.A. Grievance Form

- Appendix 2 - List of Professional Responsibility Assessment Committee Chairpersons
- Appendix 3 - ONA Professional Responsibility Workload Report Form
- Appendix 4 - Appendix of Local Provisions

Dated at Toronto, Ontario, this 4th day of April 2019.

FOR THE EMPLOYER

FOR THE UNION

Vicky Fojas

Todd Davis

Mike Trendafilov

Marie-Claire Caron

Shelley Shouldice

Louise Emm

Marcy Allison

Rhonda Klein

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

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

1. Carol Anderson  
16151 Old Simcoe Road  
Port Perry, ON L9L 1P2
2. Ms. Claire Mallette  
Director,  
School of Nursing  
York University  
Rm 313, HNES  
4700 Keele Street  
Toronto, ON M3J 1P3
3. Donna Rothwell  
Senior Consultant  
Healthtech Consultants  
56 Carriage Road  
St. Catherines, ON L2P 1T1
4. Leslie Vincent  
716 Windemere  
Toronto, ON M65 3M1

**APPENDIX 3**

**ONA PROFESSIONAL RESPONSIBILITY  
WORKLOAD REPORT FORM**

Article 8 – Professional Responsibility provides a problem solving process for nurses to address concerns relative to patient care. This report form provides a tool for documentation to facilitate discussion and to promote a problem solving approach.

**SECTION 1: GENERAL INFORMATION**

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

**SECTION 2: DETAILS OF OCCURRENCE**

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

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

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

**SECTION 3: WORKING CONDITIONS**

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

Regular Staffing #:	RN	_____	RPN	_____	Unit Clerk	_____	Service Support	_____
Actual Staffing #:	RN	_____	RPN	_____	Unit Clerk	_____	Service Support	_____
Agency/Registry RN:			Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	How many?	_____
Novice RN Staff on duty*			Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	How many?	_____
RN Staff Overtime:			Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	If yes, how many staff?	_____

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

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

Absence/Emergency Leave  Sick Call(s)  Vacancies  Off unit   
 Management Support available on site? Yes  No

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

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

- Change in patient acuity.  
\_\_\_\_\_
- Normal number of beds on unit \_\_\_\_\_ Beds closed \_\_\_\_\_ Beds opened during tour \_\_\_\_\_
- Patient census at time of occurrence \_\_\_\_\_
- # of Admissions \_\_\_\_\_ # of Discharges \_\_\_\_\_ # of Transfers \_\_\_\_\_
- Lack of/or equipment/malfunctioning equipment. Please specify:  
\_\_\_\_\_
- Visitors/Family Members. Please specify:  
\_\_\_\_\_
- Number of patients on infectious precautions \_\_\_\_\_
- Over Capacity Protocol. Please specify:  
\_\_\_\_\_
- Resources/Supplies \_\_\_\_\_
- Interdepartmental Challenges \_\_\_\_\_
- System Issues \_\_\_\_\_
- Exceptional Patient Factors (i.e. significant time and attention required to meet patient expectations). Please specify:  
\_\_\_\_\_
- Other: (e.g. Non-nursing duties, student supervision, mentorship, etc.) Please specify:  
\_\_\_\_\_

#### SECTION 5: REMEDY

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

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

Was it resolved?      Yes            No     

#### SECTION 6: RECOMMENDATIONS

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

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

Equipment. Please specify:

\_\_\_\_\_

Other:

\_\_\_\_\_

**SECTION 7: EMPLOYEE SIGNATURES**

Signature: _____	Phone # / Personal E-mail: _____
Signature: _____	Phone # / Personal E-mail: _____
Signature: _____	Phone # / Personal E-mail: _____

**SECTION 8: MANAGEMENT COMMENTS**

The manager (or designate) will provide a written response to the nurse (s) within 5 days of receipt of the form with a copy to the Bargaining Unit President as per Article 8.01 (a) iii). Please provide any information/ comments in response to this report, including any actions taken to remedy the situation, where applicable.

\_\_\_\_\_

Management Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date response to the employer: \_\_\_\_\_ Date response to the union: \_\_\_\_\_

**SECTION 9: RECOMMENDATIONS OF HOSPITAL-ASSOCIATION COMMITTEE**

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

\_\_\_\_\_

Dated: \_\_\_\_\_

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

**ONA/HOSPITAL PROFESSIONAL RESPONSIBILITY - WORKLOAD REPORT FORM  
GUIDELINES AND TIPS ON ITS USE**

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

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

**PROBLEM SOLVING PROCESS**

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

**TIPS FOR COMPLETING THE FORM**

- 1) Review the form before completing it so you have an idea of what kind of information is required.
- 2) Print legibly and firmly as you are making multiple copies.
- 3) Use complete words as much as possible. Avoid abbreviations.
- 4) As much as possible, you should report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
- 5) Identify the CNO standards/practice/guidelines/hospital policies and procedures you believe to be at risk. College of Nurses Standards can be found at [www.cno.org](http://www.cno.org).

- 6) Do not, under any circumstances, identify patients/residents.

**APPENDIX 4**

**APPENDIX OF LOCAL PROVISIONS**

Between:

SHOULDICE HOSPITAL LIMITED  
(hereinafter referred to as the "Hospital")

And:

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

**ARTICLE A - RECOGNITION**

- A.1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses and all registered practical nurses employed by Shouldice Hospital save and except Assistant Supervisor, and persons above the rank of Assistant Supervisor.
- A.2 "Supervisor" or "Immediate Supervisor" when used in this agreement shall mean the first supervisory level excluded from the bargaining unit.

**ARTICLE B - MANAGEMENT RIGHTS**

- B.1 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital, except as specifically limited by the provisions of this agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) Maintain Order, discipline and efficiency;
  - (b) Hire, assign, schedule, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and/or discharge non-probationary nurses for just cause;
  - (c) Discipline or discharge a probationary nurse for any reason satisfactory to the Hospital, provided such discipline or discharge is not done in bad faith or as a result of the exercise of any rights under this agreement ;
  - (d) Determine in the interest of efficient operation and highest standard of service and quality of patient care, job rating or classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service;
  - (e) Generally manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, and equipment in connection therewith;
  - (f) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses.

**ARTICLE C - UNION COMMITTEES AND REPRESENTATIVES****C.1 Union Stewards**

The Hospital shall recognize two (2) Union Representatives, one from the OR and one from the Floors. In the event a representative is not available from the area, the representative from the other area may substitute on a temporary basis.

C.2 Negotiating Committee

There shall be a Negotiating Committee of up to three (3) nurses in total.

C.3 Grievance Committee

The Hospital shall recognize a Grievance committee of two (2) members. When a regular member is not available, she or he may be replaced by an alternate appointed by the Union.

When members of the Grievance Committee are scheduled to work other than the day shift on a day of a second step grievance meeting, their hours will be rescheduled to the day shift.

C.4 Hospital-Union Committee

This Committee shall be comprised of one (1) Registered Nurse and one (1) Registered Practical Nurse, and two (2) members representing the Hospital. When a regular RN or RPN member is not available she or he may be replaced by an alternate appointed by the Union. Any other person may attend by agreement of the parties.

C.5 Occupational Health and Safety Committee

The Hospital will recognize one (1) bargaining unit member of the Joint Occupational Health and Safety Committee. When a regular member is not available, she or he may be replaced by an alternate appointed by the Union.

**ARTICLE D - UNION INTERVIEW**

D.1 The Union interview provided for in Article 5.06 of the Central Agreement for newly hired nurses shall be scheduled during the nurse's orientation period. The Hospital shall designate the time and place for the interview.

D.2 At least one (1) week's notice in writing must be provided to the local Union indicating the designated time and place for the interview except in extenuating circumstances.

**ARTICLE E - SCHEDULES OF WORK**

E.1 The Hospital will endeavour to meet the following objectives in formulation of working schedules:

- (a) The days of work for any nurse, the starting times and quitting times each day, the time of meal and relief periods will be determined by the Hospital.
- (b) If new permanent starting and stopping times are to be introduced, written notification of at least four (4) weeks shall be given to the local Union and an opportunity provided to the local union to discuss the changes prior to the introduction of such new starting and stopping times.

- (c) i) Work schedules to be posted one (1) month in advance to cover a four (4) week period.
- ii) Schedules shall be posted as soon as possible on the day of posting and a copy sent to the Bargaining Unit President.
- (d) The Hospital agrees to give eight (8) weeks' notice of any changes to the current scheduling of OR nurses on weekends and will meet with the local Union to discuss the changes prior to the date of implementation.
- (e) All full-time nurses shall be scheduled, as the minimum, every other weekend off.

A full-time nurse will receive premium pay, as defined in Article 14 for all hours worked on a third consecutive and subsequent weekend save and except where:

- i) Such a weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
- ii) Such nurse has requested weekend work; or
- iii) Such weekend is worked as a result of an exchange of shifts with another nurse.
- (f) In the case of changes in assigned shifts in accordance with the schedule, there will be an interval of not less than two (2) consecutive shifts' duration.
- (g) There shall be no split shifts.
- (h) Four (4) days off in any two week period (commencing with week one of the master rotation) unless by mutual agreement.
- (i) the Hospital shall not schedule a nurse to work more than six (6) consecutive days unless agreed to by the nurse. Where this is not done the Hospital will pay the nurse premium pay as defined in Article 14 for each additional day until a day off is scheduled.
- (j) A nurse may exchange her or his scheduled tours of duty with another nurse if such written request is approved, in writing, by the supervisor prior to the exchange. Oral requests may be approved in the cases of emergencies.
- (k) At least six (6) consecutive tours off to be scheduled following scheduled night shifts when changing shifts.
- (l) Nurses will work one of the following shifts, that being days/evening, days/nights, evenings/nights, days, evenings or nights. The present shift schedule for a vacant position shall be indicated on the posting for information purposes only.
- (m) A weekend is defined as being fifty-six (56) hours off work during the period following the completion of the Friday day shift.

- (n) Full-time nurses are not required to change shifts more than once per week.
- (o) A full-time nurse on rotating shifts will not be scheduled for more than two (2) consecutive weeks without being scheduled on the day shift. At least fifty percent (50%) of shift worked shall be on the day shift unless the nurse chooses to work straight shifts or a greater percentage of shifts.
- (p) Individual lines for full-time nurses on a master rotation shall not be changed without prior discussion between the nurse affected and her or his immediate supervisor. Where a nurse has complained to her or his Manager about a schedule and the Union requests a copy of the applicable schedule, the Manager shall provide a copy to the Union.
- (q) Nurses who have been granted permanent evening or night tours as of July 14<sup>th</sup> 1999, shall not be rotated except by mutual consent

It may be necessary to schedule a nurse that works straight evening or night shift rotation to a period of not more than thirty (30) day shifts for the purpose of assessing their performance, however, every effort will be made to assess a nurse working permanent shifts during his/her regular evening or night shift rotation. The Bargaining Unit President and the affected nurse will be advised of the change in schedule at least six (6) weeks before the scheduled change is implemented.

## E.2 Part-Time Only

A regular part-time nurse is a nurse who has made a commitment to the Hospital and who shall be available as follows:

- (a) On hire, a regular part-time nurse who works in the OR will make a commitment in writing to work 15 or 22.5 hours a week as scheduled by the Hospital. On ratification of this 2016/2018 collective agreement up to two RN's and two RPN's will be entitled to change their commitment in writing to 7.5 hours a week. If more than two RN's or RPN's wish to do this the most senior nurses will have priority. If one of the nurses who has made a 7.5 hour per week commitment leaves the hospital's employ then an opportunity will be given to the remaining nurses to select this commitment.
- (b)
  - (i) On hire, a regular part-time nurse who works on the floor will make a commitment in writing to work 60 or 90 hours per 4 week period as scheduled by the Hospital. On ratification of this 2016/2018 collective agreement up to two RN's and two RPN's will be entitled to change their commitment in writing to 30 hours per 4 week period. If more than two RN's or RPN's wish to do this the most senior nurses will have priority. If one of the nurses who has made a 30 hour per week commitment leaves the hospital's employ an opportunity will be given to the remaining nurses to select this commitment.
  - (ii) Note: A nurse on the floor who has previously made a commitment to work 15 or 22.5 hours per week will be deemed to

have made a commitment to work 60 or 90 hours per 4 weeks respectively.

- (c) All regular part-time nurses will be scheduled on the basis of seniority up to their committed hours before any casual part-time nurses are utilized. When extra hours become available they will be offered first to the regular part-time nurses who have not been offered their commitment of hours.

When all regular part-time nurses have been given the opportunity to work up to their committed hours, extra shifts within a unit will be offered to all part-time nurses in the unit on a rotational basis. The most senior part-time nurse will be given the first opportunity to work the extra shift and so on. If a nurse declines to accept the shift, she will be treated as having worked it for the purpose of the selection process. An inability to make personal contact will not drop the nurse in priority for the next opportunity that arises.

- (d) The parties agree that the master schedules on the floor in effect on November 2011 may be maintained recognizing the Hospital retains the right to adjust schedules.

### E.3 Christmas and New Year Period Close-Down

Nurses who are required to work during the Christmas and New Year's close down period shall have the option to be paid for the hours worked or to take the hours worked as lieu time. If there are no volunteers, nurses required to work during this period shall be assigned in reverse order of seniority.

Should the Christmas and New Year's close-down cease, the following provisions will apply. All nurses will receive at least five (5) consecutive days off or more, at either Christmas or New Year's. Time off at Christmas shall include Christmas Eve (December 24), December 25 and December 26 and time off at New Year's shall include December 31 and January 1 unless otherwise mutually agreed. The normal scheduling objectives will be waived between December 15 and January 5 in order to accommodate this. In the event of conflict, bargaining unit seniority shall be the decisive factor. A nurse will be notified of her or his time off six (6) weeks in advance of the holidays.

- E.4 A nurse shall be entitled to a fifteen (15) minute rest period for each half ( $\frac{1}{2}$ ) shift and half ( $\frac{1}{2}$ ) an hour unpaid lunch.

- E.5 Subject to the staffing exigencies of the Unit, a nurse shall receive consideration in scheduling to allow her or him to pursue academic course(s) to further her or his education, when the nurse complies with the following requirements:

- (a) submits her or his written request at least three (3) months prior to commencing the academic courses; and
- (b) presents proof of registration in such course(s) when it becomes available.

**ARTICLE F - VACATIONS**

- F.1 (a) Vacation entitlement shall be calculated according to the nurse's length of continuous service since her last date of hire. The vacation year for scheduling purposes shall commence from the date of hire except for those who, as of 1999, enjoy a different vacation year.
- (b) Nurses may be granted up to two weeks unpaid vacation in their first year of employment. Such request shall not be unreasonably denied.
- (c) Fifteen hundred hours (1500) worked shall be treated as one year of service for the purpose of calculating a part-time nurse's vacation entitlement.
- F.2 The Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates and to give preference to seniority nurses, in accordance with bargaining unit seniority within the given unit subject to the need to maintain an appropriate level of experienced staff. The Hospital will accept vacation requests from January 1 to March 31. Vacation requests after March 31 will be granted on a first come first served basis, not on the basis of seniority.
- F.3 Vacations may be taken, as earned, in allotment of weeks (i.e. one week equals five (5) vacation days and at least two days off) or in single days or multiples thereof. A nurse shall not be permitted to carry vacation to the next year unless written agreement has been obtained by the Hospital in advance of the end of the prior vacation year.
- F.4 Prior to leaving on vacation, a nurse shall be notified of the date and time on which to report back for work following vacation if the posted work schedule does not cover the nurse's return date. Vacations may be scheduled to commence on a day other than Monday.
- F.5 If requested far enough in advance by a nurse who is scheduled for two (2) weeks or more, vacation cheques shall be issued in advance of the nurse's scheduled vacation period.
- F.6 Part-time nurses shall be paid their appropriate vacation pay on each pay cheque.

**ARTICLE G - PAID HOLIDAYS****(FULL-TIME NURSES)**

- G.1 (a) The following shall be paid holidays:
- |                            |                             |
|----------------------------|-----------------------------|
| New Year's Day (January 1) | Civic Holiday               |
| Family Day                 | Labour Day                  |
| Good Friday                | Thanksgiving Day            |
| Easter Monday              | Christmas Day (December 25) |
| Victoria Day               | Boxing Day (December 26)    |
| Canada Day                 |                             |

- (b) Full-time nurses with one or more years of service shall be granted one (1) additional paid holiday per year to be taken at a mutually agreeable time during the year in which it is earned.
- (c) Canada Day will be celebrated on the closest Monday or Friday. If it falls on a Wednesday, it will be celebrated on the Monday.

- G.2 Lieu days shall be granted and scheduled at a mutually agreeable time. The Hospital shall endeavour not to schedule the lieu day as a single day off unless requested by the nurse.
- G.3 If any of the above mentioned holidays occurs on a nurse's day off or during an nurse's vacation, another day off in lieu thereof will be granted as agreed upon by the nurse and her or his immediate supervisor.
- G.4 A nurse working the majority of hours on the actual holiday will receive the premium payment.

#### **ARTICLE H - BULLETIN BOARDS**

- H.1 The Hospital shall provide bulletin boards located in a convenient location for posting of Association notices. All such notices must be signed by an Association officer and submitted to the Hospital administrator or his designate for approval prior to posting. Such approval shall not be unreasonably withheld.

(Note: OR in lounge/change room, 3rd floor Utility Room)

#### **ARTICLE I - PAY CHEQUES**

- I.1 The regular pay day shall be the 1st and 16th of each month. All pay stubs will indicate the time period to which it applies.
- I.2 A nurse with a payroll error in excess of \$50.00 on request will have a separate cheque issued to him or her as soon as possible.

#### **ARTICLE J - MODIFIED WORK**

- J.1 The Hospital will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or when a nurse goes on LTD.
- J.2 When it has been medically determined that a nurse is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with the local Union representative to discuss the circumstances surrounding the nurse's return to suitable work.
- J.3 The Hospital agrees to provide the local Union and the nurse with a copy of the Workplace Safety and Insurance Board form 7 at the same time as it is sent to the Board.

**ARTICLE K – NEEDLE STICK AND SHARPS INJURIES**

K.1 The Hospital, in consultation with the Joint Health and Safety Committee, shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program should include and address employee training and education with respect to needle stick and sharps injury prevention, and provide for the maintenance of a needle stick/sharps injuries log to detail incidents. The program shall be evaluated annually by the Hospital in consultation with the Joint Health and Safety Committee.

The Hospital shall adopt measures to ensure the timely provision of post-exposure medical attention to any employee who receives a sharps injury. The Hospital also shall ensure that a post-exposure protocol is accessible and is communicated to all employees.

**ARTICLE L - MISCELLANEOUS**

L.1 The current meal plan will continue in conformity with its application, if any, to other non-management staff at the Hospital. Significant changes or the elimination of the plan shall be discussed with the Union prior to implementation.

L.2 The Hospital shall notify the Union in writing of the names of Hospital representatives and/or committee members and the managers and where they may be located as well as the effective date of their respective appointments.

L.3 The Hospital shall forward to the Bargaining Unit President copies of job postings on the day they are posted.

L.4 The Hospital will provide the Union with the following information:

Changes in nurses' status, terminations, retirements, transfers, and nurses who are on WSIB or modified work.

L.5 The Hospital will provide BCLS courses every other year. The Hospital will also maintain yearly certification and re-certification programs in those areas requiring them.

L.6 The Hospital will continue to pay each full time and regular part time nurse on the floors a uniform allowance of \$60.00 per year or provide them three uniforms, and will continue to provide and launder scrub suits for nurses in the OR at no cost to the nurse. Casual floor nurses who on average, work at least 4 times per month, over a year will also receive a uniform.

L.7 The Hospital will provide to employees who are on leaves of absence, short term disability, long term disability, EI benefits, pregnancy and parental leave, and Workplace Safety and Insurance Benefits, information in writing on benefit coverage during such leaves, and the cost to the employee, upon request.

L.8 Provided the Hospital continues to provide bursaries to employees' children who are enrolled in University courses, the hospital shall apply the policy to bargaining unit members in accordance with the practice which is applicable to other employees in the hospital.

L.9 The Parties agree that any unsuccessful candidate for an ONA job posting will be notified in writing within one (1) week of the decision's being made and prior to the posting of the name of the successful candidate.

The Parties further agree that the above notification will be copied to the ONA Bargaining Unit President.

The Employer will advise the successful candidate to keep her or his appointment to the position confidential until the Employer has posted the notice.

L.10 Within fourteen (14) days of receipt of a written request from the nurse, the Hospital will provide the nurse with a letter detailing her or his employment dates, length of service and experience at the Hospital.

### **ARTICLE M - LEAVES OF ABSENCE**

M.1 Leaves of absence for Union business will not be unreasonably denied. It is understood that:

- (a) Not more than three (3) nurses are absent at any one time.
- (b) Two (2) clear weeks' notice has been given to the Hospital.
- (c) No more than two (2) nurses from each unit.
- (d) A reply to a request for any leave of absence shall be given within one (1) calendar week of receipt of the request.
- (e) Where Union leave has been granted for an arbitration which is cancelled, the Union shall, unless otherwise agreed, provide the Hospital with at least twelve (12) hours notice that they wish the leave cancelled, failing which such leave shall go forward.

#### **M.2 Leave for ONA Local Co-ordinator**

The Hospital agrees to grant leaves of absence without pay to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice of at least one week, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require to fulfil the duties of the position.

### **ARTICLE N - PREPAID LEAVE**

N.1 The number of full-time nurses eligible to participate in the prepaid leave plan will be no more than one (1) per unit at a given time.

N.2 The number of part-time nurses eligible to participate in the prepaid leave plan will be no more than one (1) per unit at a given time.

**ARTICLE O - JOB SHARING**

O.1 The introduction of job sharing arrangements in the Unit and the OR will be subject to mutual agreement between the Union and the Hospital. Particulars of any job sharing agreements will be subject to the approval of the hospital, the union and the participants.

O.2 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 Toronto, Ontario, this 4th day of April 2019.

FOR THE EMPLOYER

FOR THE UNION

Vicky Fojas

Todd Davis

Mike Trendafilov

Marie-Claire Caron

Shelley Shouldice

Louise Emm

Marcy Allison

Rhonda Klein

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LETTER OF UNDERSTANDING

Between

SHOULDICE HOSPITAL  
(hereinafter referred to as "the Hospital")

And

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

Re: Causal List of Employment

A casual nurse who does not accept any shifts within 180 calendar day period having been offered at least five (5) shift opportunities, may be removed from the casual list.

Dated at Toronto, Ontario, this 4th day of April 2019.

FOR THE EMPLOYER

FOR THE UNION

Vicky Fojas

Todd Davis

Mike Trendafilov

Marie-Claire Caron

Shelley Shouldice

Louise Emm

Marcy Allison

Rhonda Klein

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\_\_\_\_\_

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\_\_\_\_\_

LETTER OF UNDERSTANDING

Between

SHOULDICE HOSPITAL  
(hereinafter referred to as "the Hospital")

And

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

Re: Liability Insurance

Should an employee, who is a Health Professional under the *Regulated Health Professional 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.

Dated at Toronto, Ontario, this 4th day of April 2019.

FOR THE EMPLOYER

FOR THE UNION

Vicky Fojas

Todd Davis

Mike Trendafilov

Marie-Claire Caron

Shelley Shouldice

Louise Emm

Marcy Allison

Rhonda Klein

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