

**COLLECTIVE AGREEMENT**

**Between:**

**THE McCALL CENTRE FOR CONTINUING CARE  
(Hereinafter referred to as "the Employer")**

**And:**

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

**FULL-TIME and PART-TIME**

**(Any reference to "a nurse" means either a full-time or a part-time nurse.)**

**EXPIRY: June 30, 2018**

## TABLE OF CONTENTS

ARTICLE 1 - PURPOSE .....	1
ARTICLE 2 - DEFINITIONS & GRADUATE NURSES .....	1
ARTICLE 3 - RELATIONSHIP- NO DISCRIMINATION.....	2
ARTICLE 4 - NO STRIKE, NO LOCKOUT .....	4
ARTICLE 5 - UNION SECURITY .....	4
ARTICLE 6 - COMMITTEES AND REPRESENTATIVES .....	5
ARTICLE 7 - GRIEVANCE PROCEDURE .....	11
ARTICLE 8 - PROFESSIONAL RESPONSIBILITY.....	15
ARTICLE 9 - ACCESS TO FILES.....	19
ARTICLE 10 - SENIORITY .....	20
ARTICLE 11 - LEAVES OF ABSENCE.....	27
ARTICLE 12 - SICK LEAVE AND LONG TERM DISABILITY .....	35
ARTICLE 13 - HOURS OF WORK .....	36
ARTICLE 14 - PREMIUM PAYMENT .....	37
ARTICLE 15 - PAID HOLIDAYS .....	41
ARTICLE 16 - VACATIONS.....	42
ARTICLE 17 - HEALTH AND WELFARE BENEFITS .....	45
ARTICLE 18 - MISCELLANEOUS .....	49
ARTICLE 19 - COMPENSATION .....	50
ARTICLE 20 - JOB SHARING .....	54
ARTICLE 21 - DURATION.....	54
ARTICLE 22 .....	54
APPENDIX 1 - GRIEVANCE FORM.....	56
APPENDIX 2 - LIST OF PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE- CHAIRPERSONS.....	57
APPENDIX 3 - SALARY SCHEDULE .....	58
APPENDIX 4 - ONA/HOSPITAL PROFESSIONAL RESPONSIBILITY COMPLAINT FORM...59	
APPENDIX 5 - LOCAL ISSUES.....	63
ARTICLE A - RECOGNITION.....	64
ARTICLE B - MANAGEMENT RIGHTS.....	64
ARTICLE C - UNION COMMITTEES AND REPRESENTATIVES .....	64
ARTICLE D - SCHEDULING .....	65
ARTICLE E - BULLETIN BOARD .....	71
ARTICLE F - MISCELLANEOUS.....	72
ARTICLE G - VACATION .....	72
ARTICLE H - LEAVE OF ABSENCE .....	73
ARTICLE I - SICK LEAVE .....	73
ARTICLE J - PAID HOLIDAYS .....	74
ARTICLE K - JOB SHARING.....	75
ARTICLE L – INNOVATIVE SCHEDULING.....	76
ARTICLE M – VIOLENCE .....	76
ARTICLE N – NEEDLESTICK/SHARPS SAFETY .....	77
ARTICLE O – MUSCULOSKELETAL INJURY .....	77
ARTICLE P – EARLY AND SAFE RETURN TO WORK .....	78
LETTER OF UNDERSTANDING.....	81

## **ARTICLE 1 - PURPOSE**

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

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

- 2.01 A registered nurse 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 Certificate of Registration in accordance with the *Nursing Act*, 1991 and its Regulations must obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration she or he will be deemed to be not qualified for the position of registered nurse and she or he will be terminated from the employ of the Employer. Such termination shall not be the subject matter of a grievance or arbitration procedure.
- 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 makes 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 negotiations.

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

### 2.05 Individual Special Circumstance Arrangements

Notwithstanding Articles 2.03 and 2.04, the Employer and the Union may agree in

certain circumstances, to adjust the schedule of an individual full-time employee who normally works seventy-five (75) hours bi-weekly, to enable an average bi-weekly work assignment of sixty (60) hours to seventy-five (75) hours.

- (a) Such an arrangement shall be established by mutual agreement of the Employer and the Union and the employee affected. The parties agree that the arrangement applies to an individual, not to a position.
- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Employer and the Union. The employee will retain her full-time status, including, but not limited to seniority and service.
- (c) Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the event that the employee affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.
- (d) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.
- (e) The parties may agree that there be no reduction in the normal matching pension contributions made by the nurse and the hospital such that they will continue to be based upon a normal full-time work week of 37.5 hours. The parties may also agree not to pro-rate Extended Health Care, Semi-Private or Dental benefits.

### **ARTICLE 3 - RELATIONSHIP- NO DISCRIMINATION**

The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of co-operation 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 Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.
- 3.02 There shall be no discrimination on the part of the Employer, the Union or any employees covered by this Agreement by reason of race, creed, colour, marital status, sex, nationality, ancestry, sexual orientation, disability, place of origin, residence, age, political or religious affiliation or other factors not pertinent to

performance with respect to employment, placement, promotion, salary determination or other terms of employment.

The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

3.03 The Union and the Employer agree to abide by the *Ontario Human Rights Code*.

3.04 “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)*

(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, same-sex partnership status, family status 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 Employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

An employee who believes that she has been harassed, contrary to this provision shall follow the process set out in the Complaint, Grievance and Arbitration procedure in Article 8 of the Collective Agreement prior to filing a complaint with the Ontario Human Rights Commission.

The parties recommend and encourage any employee who may have an harassment or discrimination complaint to follow the complaints process as set out in the employer’s harassment policies and process.

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

Where a nurse requests the assistance and support of the union in dealing with harassment or discrimination issues, such representation shall be allowed.

3.05 Whistle Blower Protection

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

#### **ARTICLE 4 - NO STRIKE, NO LOCKOUT**

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

#### **ARTICLE 5 - UNION SECURITY**

- 5.01 The Employer will deduct from each nurse, covered by this Agreement, an amount equal to the regular monthly Union dues designated by the Union. The deduction period for a part-time nurse may be extended where she does not receive any pay in a particular month.
- 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 Union and the Vice President, Finance of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 5.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 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, the nurses' social insurance numbers, amount of dues deducted and, where feasible, the Hospital shall also provide the 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 Association. Where the parties agree, the Hospital may also provide the information in an electronic format or on a computer disk. If the central parties are able to agree on a template for dues related information, it will be distributed and jointly recommended to the Hospitals.
- The Hospital will also identify the dues month.
- 5.06 The Employer shall provide each nurse with a T-4 Slip showing the dues deducted in the previous year for Income Tax purposes.
- 5.07 The Employer agrees that an officer of the Union 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.

**ARTICLE 6 - COMMITTEES AND REPRESENTATIVES**

6.01 The Employer will recognize the following:

- (a) Three (3) Union Representatives.
- (b) A Grievance Committee of up to two (2) nurses.
- (c) It is agreed that Union Representatives and members of the Committees have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a Union Representative or member of the Grievance Committee is required to enter a nursing unit within the Employer in which she is not ordinarily employed she shall, immediately upon entering such nursing unit, report her presence to the supervisor or nurse in charge, as the case may be. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Employer agrees to pay for all time spent during their regular hours by such representatives hereunder. It is expressly acknowledged that, for complaint or grievance purposes, the Union representative and the employee involved shall be limited to a maximum of fifteen (15) minutes to discuss the matter.
- (d) A Negotiating Committee comprised of two (2) nurses plus the Bargaining Unit President and the Labour Relations Officer of the Ontario Nurses' Association.

6.02 Employer-Union Committee

- (a) There shall be an Employer-Union Committee comprised of representatives of the Employer, one of whom shall be the Director of Nursing, or her designate and of the Union, one of whom shall be the Bargaining Unit President or her designate. The number of representatives is set out in Appendix 5 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). The duties of chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (c) The purpose of the Committee includes:
  - i) promoting and providing effective and meaningful communication of information and ideas; including but not limited to workload measurement tools and the promotion of best practices. Such communication may include discussion of nursing workload and workload measurement tools and patient acuity.

- ii) reviewing professional responsibility complaints with a view to identifying trends and sharing organizational successes and solutions, making joint recommendations to the Executive Director on matters of concern including:
    - the quality and quantity of nursing care and discussing the development and implementation of quality initiatives.
    - regarding recurring workload issues, the use of agency nurses and the use of overtime;
  - iii) dealing with complaints referred to it in accordance with the provisions of Article 8, Professional Responsibility;
  - iv) discussing and reviewing matters relating to orientation and in-service programs;
- (d) The Hospital agrees to pay for time spent during regular working hours for representatives of the Association attending 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.

## 6.03

(a) Negotiating Committee

The Employer agrees to recognize a Negotiating Committee comprised of representatives of the Union for the purpose of negotiating a renewal agreement. The number of nurses on the Negotiating Committee is set out in Appendix 5. The Employer agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Employer for a renewal agreement up to, but not including, arbitration.

(b) Central Negotiating Team

Should the parties ever agree to enter into Central Bargaining between Ontario Nurses' Association and the participating Employers the following shall apply:

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

Central Negotiating Team members shall receive unpaid time off for the purpose of preparation for negotiations. The Union will advise the



Employers concerned, as far in advance as possible, of the dates for which leave is being requested.

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

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

The maximum number of Central Negotiating Team members entitled to payment under this provision shall be seven (7) and in no case will more than one (1) nurse from an Employer be entitled to such payment.

The Union shall advise the Employers Central Negotiating Committee of those nurses to be paid under this provision. The Employers Central Negotiating Committee will make such requests known to the affected Employers.

Applies to Full-time Nurses

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

Applies to Part-time Nurses

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

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

6.04 Joint Occupational Health & Safety Committee

- (a) The Hospital and the Association agree that they mutually desire to maintain standards of health and safety in the hospital in order to prevent accidents, injury and illness and to abide by the *Occupational Health and Safety Act* as amended from time to time.
- (b) The Hospital will review with the Joint Occupational Health and Safety Committee written policies/procedures/protocols to address:
  - Violence in the workplace including verbal abuse
  - Musculoskeletal injury prevention
  - Needle stick and other sharps injury prevention
  - Personal protective equipment
  - Wellness initiatives
- (c) The Hospital shall:

- (i) inform employees of any situation relating to their work, which may endanger their health and safety as soon as it learns of the said situation;
  - (ii) inform employees regarding the risks relating to their work and provide orientation and training to new and current employees and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
  - (iii) ensure that the applicable measures and procedures prescribed in the *Occupational Health and Safety Act* are carried out in the workplace.
- (d) Employees shall:
- (i) work in compliance with the provisions of the *Act*;
  - (ii) attend required health and safety orientation and training sessions;
  - (iii) use or wear the protective devices or clothing that the hospital requires be used or worn;
  - (iv) report to her employer or supervisor the absence of or defect in any equipment or protective device of which she is aware and which may endanger herself or others;
  - (v) report to her employer or supervisor any contravention of the *Act* or regulations and the existence of any hazard of which she is aware.
- (e)
- (i) 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. The parties agree that it will not be a breach of this provision if only one employee representing workers is trained to be a certified worker and such employee is not from the Association provided that the next employee representing workers trained to be a certified worker is from the Association.
  - (ii) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
  - (iii) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions. In addition, the Employer will provide the Committee with reasonable access to all accidents reports, health and safety records and any other pertinent information in its possession.
  - (iv) Meetings shall be held every two (2) months or at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.

- (v) Issues related to chairing of meetings and responsibility for taking of minutes should be discussed with the Hospital and the other Union(s) representing employees of the Hospital.
- (f) A member of the Committee is entitled to:
  - (i) such time as is necessary to attend meetings of the Committee;
  - (ii) one hour or such longer period as the committee determines is necessary to prepare for each committee meeting;
  - (iii) such time as is necessary to carry out inspections and investigations under subsection 9(26), 9(27) and 9(31) of the Act see Section 9(34);
  - (iv) where an investigation is required under the Act, the committee shall designate the appropriate member who will participate in the investigation;
  - (v) a member of the Committee shall be deemed to be at work during the times described above and will be paid at the member's regular rate or premium rate as may be proper subsection 9(35);
  - (vi) "A member of the 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". 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. Act sec. 9(37).
- (g) The Association agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual pregnancy leave.
- (i) The Employer 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 indication of the emergence of a pandemic.

In the event there are reasonable indication 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 Hospital. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

- (j) Mask fit testing will be done for all new hires and for all nurses every two years.
- (k) 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)*).
- (l) When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects nurses.

## 6.05

Violence in the Workplace

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For Purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer.
- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees. The local parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:
  - i) Alert employees about a person with a known history of aggressive behaviours and their known triggers by means of:
    - a) electronic and/or other appropriate flagging systems
    - b) direct verbal communication/alerts (i.e. shift reports)
  - ii) Communicate and provide appropriate training and education; and,
  - iii) Reporting all incidents of workplace violence.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.

- (e) Subject to appropriate legislation, with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

It is understood that all such occurrences will be reviewed at the Resident Care Conference.

- 6.06 The Union may hold meetings on Employer premises providing permission has been first obtained from the Employer.
- 6.07 The Union will supply the Employer with the names of its representatives and changes thereto.
- 6.08 All reference to Union Representatives, committee members and officers in this Agreement shall be deemed to mean Union Representatives, committee members or officers of the Local Association.
- 6.09 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator. Such representatives shall have access to the premises only with the approval of the Administrator which will not be unreasonably withheld.
- 6.10 Where a nurse makes prior arrangements for time off from a tour of duty, the nurse shall not be scheduled to work another tour that day unless she so requests.
- 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 Union Representative. In the case of suspension or discharge, the Employer 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 has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her 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 and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of her 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 Continuing Care 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 Director of Continuing Care or designate will deliver her decision in writing within nine (9) calendar days following the day on which the grievance was presented to her. Failing settlement, then:

Step No. 2

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

- 7.04 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Bargaining Unit President or her 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 verbally to the Director of Nursing within fourteen (14) calendar days after the circumstances giving rise to the grievance and failing resolution within another fourteen (14) days it shall then be taken up as a grievance in writing signed by each nurse who is grieving to the Director of Nursing or her 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 The release of a probationary nurse shall not be subject to the grievance procedure unless the probationary nurse is released for exercising a right under this Agreement. A claim by a nurse who has completed her probationary period that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Employer at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Employer's action in dismissing the nurse; or
  - (b) reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost; or
  - (c) by any other arrangement which may be deemed just and equitable.
- The Employer agrees to provide written reasons within seven (7) calendar days to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed her probationary period, without just cause.
- 7.07 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (34) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- 7.08 It is understood and agreed that the Association has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Association will be final and binding upon the Employer and the Association and the nurses.
- 7.09 Union grievances shall be on the ONA grievance form set out in Appendix 1.
- 7.10 (a) When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. 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 shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

- (b) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration. Where the grievance concerns:
- (i) Selection decisions on job vacancies
  - (ii) Premiums
  - (iii) Scheduling issues
  - (iv) Article 19 – Compensation issues
  - (v) Entitlement to leaves, including vacation
  - (vi) Discipline up to, but not including discharge
  - (vii) Short term layoffs
  - (viii) Dues issues
  - (ix) Any other issues agreed by the parties,

the matter shall be determined by a sole arbitrator, unless the parties agree to proceed under Article 7.10 (a). The sole arbitrator shall proceed by way of mediation-arbitration at the request of either party. When either party requests that any such matter be submitted to mediation-arbitration or to arbitration as provided above, it shall make such request in writing addressed to the other party to this Agreement and, at the same time, it shall propose the name of a sole arbitrator. Within seven (7) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 7.13, once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations*



*Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- 7.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.13 The Arbitration Board 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 will be expedited by the parties hereto and the decision of the majority shall be the decision of the Board and where there is no majority the decision of the Chairman 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 the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairperson of the Arbitration Board.
- 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 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 she or 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 discussions at the unit level. The discussions and actions will be documented.
- v) Failing resolution at the unit level, submit the ONA/Hospital Professional Responsibility Workload Report Form to the Employer-Union 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 Employer-Union Committee shall convene a meeting of the Employer-Union Committee within fifteen (15) calendar days of the filing of the ONA/Hospital Professional Responsibility Workload Report 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).
- vi) Prior to the issue(s) being forwarded to the Independent Assessment Committee, the Union may forward a written report outlining the issue(s) and recommendations to the Chief Nursing Executive.

For professionals regulated by the RHPA, other than nurses, the Union may forward a written report outlining the issue(s) and recommendations to the appropriate senior executive as designated by the Hospital.

- vii) Any settlement arrived at under Article 8.01 (a) iii), iv), or v) shall be signed by the parties.

(Article 8.01(a), (viii), (ix) and (x) and 8.01(b) applies to nurses only)

- viii) Failing resolution of the issue(s) within fifteen (15) calendar days of the meeting of the Employer-Union Committee the issue(s) shall be

forwarded to an Independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Hospital and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chair.

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(s), may attend meetings held between the Hospital and the Union under this provision.
  - xi) Any issue(s) lodged under this provision shall be on the form set out in Appendix 4. 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 Employer-Union Committee will jointly review the recommendations of the Independent Assessment Committee and develop an implementation plan for mutually agreed changes.
- (b) i) The list of Assessment Committee Chairs is attached as Appendix 2. During the term of this Agreement, the central parties shall meet as necessary to review and amend by agreement the list of chairs of Professional Responsibility Assessment Committees.

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

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

- ii) 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 Orientation & Inservice Program

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

The delegation of Controlled Acts shall be in accordance with the *Regulated Health Professions Act*, Medical Directives and related statutes and regulations and in accordance with guidelines established by the College of Nurses of Ontario from time to time and any employer's policy related thereto.

- 8.03 Before assigning a newly hired nurse in charge of a nursing unit, the Employer will first provide orientation both to the Hospital and to such nursing unit. Before assigning a nurse to be in charge of the building, the Employer will first provide orientation to such duties.

It is understood that such nurse may be assigned to any tour as part of her orientation program, providing such assignment is in accordance with any scheduling regulations or objectives contained in Appendix 5 which forms part of this Collective Agreement.

8.04 Applies to Full-time Nurses

Nurses recalled from layoff, nurses whose probationary period has been extended, and nurses who are transferred on a permanent basis may be provided any orientation determined necessary by the Employer. A request by such a nurse for orientation shall not be unreasonably denied.

Applies to Part-time Nurses

Regular Part-time Nurses recalled from layoff, and regular part-time nurses whose probationary period has been extended, and regular part-time nurses who are transferred on a permanent basis may be provided any orientation determined necessary by the Employer. A request by such a nurse for orientation shall not be unreasonably denied.

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

- 8.06 The delegation of Added Nursing Skills and Sanctioned Medical Acts (Special Procedures) to nurses shall be in accordance with guidelines established by the

College of Nurses from time to time and any approved Employer policy related thereto.

- 8.07 When a nurse is on duty and authorized to attend any in-service program within the Employer and during her regularly scheduled working hours, she shall suffer no loss of regular pay. When a nurse is required by the Employer to attend courses outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her 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 courses.

- 8.08 Nurses may be required, as part of their regular duties, to supervise the activities of students and will be informed in writing of their responsibilities in relation to these students.

Any information that is provided to the Employer by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students.

- 8.09 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of the nurse within the bargaining unit.

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

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 10.07 will apply.

- 8.10 Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Employer agrees that necessary computer training will be provided at no cost to the nurse involved.

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

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

## **ARTICLE 9 - ACCESS TO FILES**

- 9.01 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 views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the nurse. A copy of the evaluation will be provided to the nurse at her request.

Each nurse shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of her supervisor.

- 9.02 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse twelve (12) months following the receipt of such letter, suspension or other sanction provided that the nurse's record has been discipline free for one year.

## **ARTICLE 10 – SENIORITY**

- 10.01 (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 Employer, the probationary nurse and the Bargaining Unit President of the Local Association or designate, such probationary period may be extended. Where the Employer 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 Employer will advise the nurse and the Association of the basis of such extension with recommendations for the nurse's professional development.
- ii) The parties recognize that ongoing feedback about the nurse's progress is important to the probationary nurse.
- (b) For Full-Time Nurses
- 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) For Part-Time Nurses
- 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
- (a) A seniority list shall be established for all full-time nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary nurses shall be included in the seniority list. Seniority on such lists will be expressed in terms of a date.
  - (b) A seniority list shall be established for all regular part-time nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all regular part-time probationary nurses shall be included in the seniority list. Seniority on such lists will be expressed in terms of total hours worked.
  - (c) A seniority list shall be maintained for casual part-time nurses for the purposes of Article 10.06 only. Seniority on such lists will be expressed in terms of total hours worked.
  - (d) A copy of the current seniority list will be filed with the Bargaining Unit President of the Local Association, or designate, on request but not more frequently than once every six (6) months, in December and June, following completion of the pro-ration lists and prior to any layoff.

At the same time, a copy of the seniority list shall also be posted and made available to the nurses on each unit.

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 she is transferred from full-time to part-time or in the event she 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 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 full seniority and service on the basis of one (1) 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)

If a nurse's absence without pay from the Employer including absences under Article 11, Leaves of Absence, exceeds thirty (30) continuous calendar days she 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 and the nurse will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a nurse may arrange with the Employer to prepay the full premium of any applicable subsidized benefits during the period of

leave in excess of thirty (30) continuous calendar days to ensure her continuing coverage.

Notwithstanding this provision, seniority shall accrue for a period of one year if a nurse's absence is due to disability resulting in W.S.I.B. benefits or other benefits including the period of the disability program covered by Employment Insurance.

It is understood and agreed that seniority and service will accrue while a nurse is on Pregnancy or Parental Leave in accordance with the Employment Standards Act.

#### 10.05 Deemed Termination

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

- (a) leaves of her own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c)
  - i) Applies to Full-time Nurses  
has been laid off for twenty-four (24) calendar months;
  - ii) Applies to Part-time Nurses  
has been laid off for the lesser of the length of her seniority or twenty-four (24) calendar months;
- (d) refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate patient care, unless a satisfactory reason is given to the Employer;
- (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a satisfactory reason to the Employer;
- (f) fails to return to work 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 seven (7) 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 Employer and fails to report to work within fourteen (14) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties.
- (h) Seniority shall accrue for a period of one (1) year, if a nurse's absence is due to disability resulting in WSIB benefits or other benefits including the period of the disability program covered by Employment Insurance. 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

Job Posting

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the Bargaining Unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses in this bargaining unit may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days.
- (b) A nurse may make a written request for transfer by advising the Employer and filing a Request for Transfer form indicating her name, qualifications, experience, present area of assignment, seniority and requested area of assignment. A Request for Transfer shall become active as of the date it is received by the Employer and shall remain so until December 31 following. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.
- (c) Nurses shall be selected for positions under either 10.06 (a) or (b) above 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 the applicant has been selected in accordance with this Article and it is subsequently determined that she cannot satisfactorily perform the job to which she was promoted, the Employer will attempt, during the first 225 hours worked from the date on which the nurse was first assigned to the vacancy, to return her to her former job, and the filling of the subsequent vacancies will likewise be reversed.

If the nurse requests the hospital will give due consideration to returning the nurse to the nurse's former position, provided that the former position has not been filled or eliminated. Such request shall not be unreasonably denied.

- (d) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including maternity) may be filled at the discretion of the Employer. In filling such vacancies consideration shall be given to regular part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question 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. Upon completion of the temporary vacancy, such nurse shall be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.

- (e) The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the nurse selected to fill the vacancy to be assigned to the job.
- (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 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 10.06 that are on their unit.
- (g) The names of the successful applicants will be posted, with a copy provided to the Union. Unsuccessful applicants will be notified.

The Employer will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.

## 10.07

### Layoff – Definition and Notice

#### Full –Time Nurses

- (a) A layoff of Full-time nurses shall be made on the basis of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be first laid off.

Full-time nurses shall be recalled in the order of seniority, unless otherwise agreed between the Employer and local Union, provided that the nurse is qualified to perform the available work.

- (b) Where a vacancy occurs in a position following a layoff hereunder as a result of which a Full-time nurse had been transferred to another position, the affected Full-time nurse will be offered the opportunity to return to her former position providing such vacancy occurs within six (6) months of the date of layoff. Where the nurse returns to her former position, there shall be no obligation to consider the vacancy under Article 10.06. Where the nurse refuses the opportunity to return to her former position, she shall advise the Employer in writing.

#### Part-Time Nurses

- (c) A layoff of regular part-time nurses shall be made on the basis of seniority provided that the regular part-time 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.

Regular part-time Nurses shall be recalled in the order of seniority, unless otherwise agreed between the Employer and local Union, provided that the nurse is qualified to perform the available work.

Where a vacancy occurs in a position following a layoff hereunder as a result of which a regular part-time nurse had been transferred to another position, the affected nurse will be offered the opportunity to return to her former position providing such vacancy occurs within six (6) months of the date of layoff. Where the nurse returns to her former position, there shall be no obligation to consider the vacancy under Article 10.06. Where the nurse refuses the opportunity to return to her former position, she shall advise the Employer in writing.

- (d) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.

Full-Time and Part-Time Nurses

- (e) All regular part-time and full-time nurses represented by the Union who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new nurse is hired into either category.

10.08

- (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 Employer and the Association.

A partial or single shift reassignment of a nurse from her or his area of assignment will not be considered a layoff. The Employer will discuss the reassignment with the affected nurse(s).

- (b) A "short-term layoff" shall mean
- i) a layoff resulting from a planned temporary closure, not anticipated to exceed six months in length, of any part of the Employer's facilities for the purpose of construction or renovation; or
  - ii) 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 Employer 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 10.08 has been complied with. In giving such notice, the Employer 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 Employer 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 Employer of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

- i) provide the Association with no less than ninety (90) days written notice of the proposed layoff or elimination of position; and
- ii) provide to the affected employee(s), if any, no less than ninety (90) days 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 Association provided in (i) above shall be considered notice to the Association of any subsequent layoff.

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

- i) the reasons causing the layoff;
- ii) the service which the Employer will undertake after the layoff;
- iii) the method of implementation including the areas of cut-back and the nurses to be laid off; 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

Transfer Outside of the Bargaining Unit

- (a) A nurse who is transferred to a position outside of the bargaining unit shall, subject to (b) below, retain, but not accumulate, her seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.
- (b) In the event that a nurse is transferred out of the bargaining unit under (a) above for a specific term or task which does not exceed a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. 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.
- (c) Severance pay will be in accordance with the provisions of the Employment Standards Act.

- (d) Where a full-time employee receives a long-term layoff, she or he shall be entitled to receive, within twelve (12) months of the layoff, and upon the presentation of appropriate receipts, reimbursement of retraining costs up to \$2,500.00. For regular part-time employees the maximum is \$1,500.00 and for casual part-time employees the maximum is \$250.00.

An employee, upon long-term layoff, at her or his own expense, and except for short and long-term sickness and income protection, may continue benefit coverage for a period of twelve months following the layoff by arranging to pay the full premiums, in advance, on a quarterly basis.

- 10.10 Head nurses, supervisors, and others 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.

10.11 Local Health Integration Networks and Restructuring

In the event of health service integration with another service provider the Employer and the Union agree to meet.

- (a) The Employer shall notify affected employees and the Union as soon as a formal decision to integrate is taken.
- (b) The Employer and the Union shall begin discussions concerning the specifics of the integration forthwith after a decision to integrate is taken.
- (c) As soon as possible in the course of developing a plan for the implementation of the integration the Employer shall notify affected employees and the Union of the projected staffing needs, and their location.

10.12 Work of the Bargaining Unit / Agency Nurses

The Employer shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees follows. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off 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.

Note: Seniority lists and layoff and recall rights of part-time nurses shall be separate from full-time nurses.

**ARTICLE 11 - LEAVES OF ABSENCE**

Any employee who is on an authorized leave of absence as of the date of ratification shall be entitled to continue the leave in accordance with the terms thereof.

- 11.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Director of Nursing or her 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 Leave for Union Business

The Employer agrees to grant leaves of absence, without pay, to nurses selected by the Union to attend Union business including conferences, conventions and Provincial Committee meetings. 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 is set out in Appendix 5.

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 may require to fulfil the duties of her position. Reasonable notice - sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in 11.02 above.

11.04 Leave, President, O.N.A.

An employee who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to two (2) years. Such period may be extended based on operational requirements. 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 intention to return to work at least two (2) weeks prior to the date of such return. The Employer agrees that such leave or extension will not be unreasonably withheld.

11.05 The Employer agrees to keep the salary and benefits whole for all employees on approved Union Leave of Absence for Union business, Board of Directors and President of ONA and will bill the Union for such salary, applicable benefits, vacation pay, holiday pay, percentage in lieu of benefits as well as E.I., C.P.P. and W.S.I.B. premiums and NHRIPP contributions. It is understood that employees accrue seniority and service for all purposes while on these leaves. This clause is subject to any "effect of absence" clause, it being understood that the Union would make any prepayment of premiums under this provision, rather than the employee.

11.06 Bereavement Leave

(a) A nurse who notifies the Employer as soon as possible following a bereavement shall be granted three (3) consecutive working days off without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral of a member of her immediate family. "Immediate family" means parent, brother, sister, spouse, (spouse to include same sex partner), son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grand-child. Where a

nurse does not qualify under the above-noted conditions, the Employer, in its discretion, may grant or extend such leave with or without pay.

- (b) An employee shall be granted one (1) day bereavement leave without loss of pay, to attend the funeral or an equivalent service, for his/her aunt, uncle, niece or nephew.

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

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

## 11.07

### Jury & Witness Duty

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

## 11.08

Pregnancy Leave

- (a) Pregnancy leave will be granted to a pregnant employee who started employment with the Employer at least thirteen (13) weeks before the expected birth date in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) The nurse shall give the Employer a certificate from a legally qualified medical practitioner stating the expected birth date and 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 Employer at least four (4) weeks in advance thereof. The nurse shall be reinstated to the position she most recently held if it still exists or to a comparable position if it does not.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with hours worked towards the probationary period provided in Article 10.01 (a) to a maximum of 225 hours.

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

- (e) The Employer may request a nurse to commence pregnancy leave at such time as the duties of 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) Effective on confirmation and approval by the E.I.C. of the Employer's (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 Sections 22 and 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) effective September 1, 2006 of her regular weekly earnings (which for part-time employees shall include percentage in lieu) and the sum of her weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that she is in receipt of such Employment Insurance benefits and shall continue while the nurse



is in receipt of such benefits 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 employee does not have any vested right except to receive payments for the covered unemployment 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.

## 11.09

Parental Leave

- (a) A nurse who has been employed at McCall for at least thirteen (13) weeks and who is the 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 eighteen (18) weeks duration, in accordance with the Employment Standards Act. The nurse shall advise the Employer as far in advance as possible with respect to a prospective parental leave. In any event the nurse must give the Employer at least two (2) weeks written notice of the date the parental leave is to begin.
- (c) The nurse shall be reinstated to the position she most recently held if it still exists or to a comparable position if it does not.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with hours worked towards the probationary period provided in Article 10.01 (a) to a maximum of 225 hours.

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

- (e) Effective on confirmation and approval by the Employment Insurance Commission of the appropriateness of the Employer'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 or the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) effective September 1, 2006 of her regular weekly earnings (which for part-time employees shall include percentage in lieu) and the sum of her weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the

Employer of the nurse's Employment Insurance cheque stub as proof that she 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 ten (10) 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 employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

#### 11.10 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 Employer may be granted on written application by the nurse to the Director of Nursing or her designate. Requests for such leave will not be unreasonably denied.
- (b) A nurse shall be entitled to leave of absence without loss of earnings from her 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 or to maintain their current College of Nurses' Registration.

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

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

- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the nurse's employment at the Employer, may be granted at the discretion of the Employer upon written application by the nurse to the Director of Nursing or her 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.

#### 11.11 Professional leave with pay will be granted to Full-time and Regular Part-time nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

## 11.12 Pre-paid Leave Plan

The Employer agrees to 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) year's 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 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 the Employer. 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 Union and the Employer.
- (d) Written applications will be reviewed by the Director of Nursing or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves required 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 until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four (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.

### The Paragraph below applies to Full-time Nurses Only

A nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. The nurses will not be eligible to participate in the protection income plan and LTD during the year of the leave.

- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given the Director of Nursing. Deferred

salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.

- (j) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
  - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 11.12 of the Collective Agreement.
  - ii) The period of salary deferral and the period for which the leave is requested.
  - iii) The manner in which the deferred salary is to be held.

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

#### 11.13 Family Medical Leave

- (a) Family Medical Leave will be granted in accordance with the Employment Standards Act for up to eight (8) weeks within a twenty-six (26) week period.
- (b) A nurse who is on Family Medical Leave is not paid by the Hospital during the period of the leave but she 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 RRSP, in which the nurse is participating during the leave.
- (c) 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 normally be reinstated to her former duties, on the same shift in the same department,

and at the same rate of pay, provided her position still exists, or to a comparable position if it does not.

## **ARTICLE 12 - SICK LEAVE AND LONG TERM DISABILITY**

### **FOR FULL-TIME NURSES ONLY**

- 12.01 (a) The Employer will continue its current income protection plan for full-time nurses as follows:
- i) On completion of a full-time nurse's probationary period, her plan will be credited with 18.75 hours of sick leave.
  - ii) After completion of a full-time nurse's probation she will begin to accumulate sick leave credits at the rate of 11.25 hours of sick leave for each 162.5 hours worked.
  - iii) The maximum accumulation of hours will be 1200 hours of sick leave (160 days) to protect against loss of income as a result of bona fide personal illness or injury.
  - iv) A medical certificate will be requested after the third consecutive illness in a calendar year and payment for sick leave will not be approved until the medical certificate is received.
- (b) The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible nurses in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

The Employer agrees to pay 75% of the billed premiums towards coverage for an LTD plan which is to provide 66-2/3% of the nurses' regular pay. The nurse shall pay 25% of the billed premium.

### **FOR PART-TIME NURSES ONLY**

- (c) Part-time nurses who were on staff as of September 18, 1991 shall have all prior accumulated sick leave credits frozen at the levels accumulated as of September 18, 1991. Such frozen sick leave credits may be used for non-work related illness or injury. Payment for such illness or injury shall be based upon the nurse's current rate of pay at time of such illness or injury. A record of all unused sick leave credits accumulated as of September 18, 1991 will be kept by the Employer with a copy provided to the nurse.
- (d) A nurse who transfers from full-time to part-time after September 18, 1991 may elect to retain her accumulated sick leave credits, if any, to be utilized either during part-time employment as per (a) above or during subsequent full-time employment as per the income protection plan for full-time nurses

as per Article 12 of the full-time Collective Agreement in which she participated as of September 18, 1991.

- 12.02 When a nurse has completed any portion of her or his regularly scheduled tour prior to going on sick leave benefits or Workplace Safety and Insurance Board benefits, the nurse shall be paid for the balance of the tour at her or his regular straight time hourly rate from his/her sick credits. This provision will not disentitle the nurse to a lieu day under Article 15.05 if she or he otherwise qualifies.
- 12.03 The Employer will notify each nurse of the amount of unused sick leave in her or his bank annually.
- 12.04 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 12.05 The parties agree that the duty to accommodate shall be according to *The Human Rights Code*.
- The Hospital and the Union both recognize their obligations in facilitating the early and safe return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.
- 12.06 A nurse who transfers from full-time to part-time may elect to retain her or his accumulated sick leave credits to be utilized during subsequent full-time employment.

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

### **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 Employer shall not be construed to be a guarantee of the hours of work to be performed on each tour or during each tour schedule.
- (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 or seventy-five (75) hours bi-weekly over the nursing schedule determined by the Employer. Full-time schedules shall be determined by Local Negotiations.
- (d) The Employer shall not enter into any agreement with employees under Section 17(2) of the *Employment Standards Act, 2000*, that conflicts with the Collective Agreement.

#### **ARTICLE 14 - PREMIUM PAYMENT**

14.01 If a full-time nurse is authorized to work in excess of seven and a half (7.5) hours per day or seventy-five (75) hours bi-weekly, she shall receive overtime premium of one and one-half (1½) times her regular straight time hourly rate.

If a part-time nurse is authorized to work in excess of 7.5 hours per day, she shall receive overtime premium of one and one-half (1½) times her regular straight time hourly rate. A part-time nurse (which includes casual nurses) who works in excess of seventy-five (75) hours bi-weekly shall receive time and one-half (1½) her regular straight time hourly rate for all hours worked in excess of seventy-five (75) hours.

Notwithstanding the foregoing, no overtime 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 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 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 the 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 Full-time nurse who is required to work on her scheduled day off shall receive overtime premium of one and one-half (1½) times her regular straight time hourly rate, unless she requested a change of schedule.

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 Employer to which an overtime premium is attached under scheduling regulations contained in the Collective Agreement and set out in Appendix 5 shall be paid at one and one-half (1½) times the nurse's regular straight time hourly rate or as otherwise provided.

14.04 A nurse who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours' pay at her regular straight

time hourly rate. She shall be required to perform any nursing duties assigned by the Employer which she is capable of doing, if her regular duties are not available.

14.05 Applies to Full-Time Nurses

Where a full-time nurse has completed her regularly scheduled tour and left the Employer and is called in to work outside her regularly scheduled working hours, she shall receive time and one-half (1½) her 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 regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her regularly scheduled shift. In such a case, she will receive time and one-half (1½) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.

Applies to Part-Time Nurses

Where a regular part-time nurse has completed her regularly scheduled tour and left the Employer and is called in to work outside her regularly scheduled working hours, within 24 hours of the commencement of her last shift worked, she shall receive time and one-half (1½) her 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 regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her regularly scheduled shift. In such a case, she will receive time and one-half (1½) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.

14.06 No sick pay benefit is payable for the first fifteen (15) hours of absence for the sixth (6<sup>th</sup>) and subsequent period(s) of absence in the same fiscal year (April 1<sup>st</sup> through March 31<sup>st</sup>).

14.07 The regular straight time hourly rates will be the hourly rates in the wage schedule set forth in Appendix 3.

14.08 Where a nurse has worked and accumulated approved overtime hours (other than overtime hours relating to paid holidays) such nurse shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e., where the applicable rate is 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 45 days or payment in accordance with the former option shall be made.

14.09 (a) A nurse shall be paid shift premiums as follows:

- i) Effective date of award, a nurse shall be paid one dollar and eighty-five cents (\$1.85) per hour for each hour worked between 1500 hours and 2300 hours defined as evening 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. Effective July 1, 2017, a nurse shall be paid one dollar and ninety-five cents (\$1.95) per hour for each hour worked between 1500 hours and 2300 hours defined as evening 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.

- ii) Two dollars and ten cents (\$2.10) per hour for each hour worked between 2300 hours and 0700 hours as defined as a night shift. Effective date of award, a nurse shall be paid two dollars and fifteen cents (\$2.15) per hour for each hour worked between 2300 hours and 0700 hours as defined as night shift. Effective July 1, 2017, a nurse shall be paid two dollars and twenty-five cents (\$2.25) per hour for each hour worked between 2300 hours and 0700 hours as defined as night shift.
- (b) A nurse shall be paid a weekend premium of two dollars and forty-five cents (\$2.45) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. Effective date of award, a nurse shall be paid a weekend premium of two dollars and fifty cents (\$2.50) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. Effective July 1, 2017, a nurse shall be paid a weekend premium of two dollars and sixty cents (\$2.60) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.
- (c) Weekend premium will not apply if a nurse is receiving overtime premium pursuant to Article 14.03.

Note: Shift premium and weekend premium will not form part of the nurse's straight time hourly rate.

#### 14.10 Ambulance Escort

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

- (a) Where the nurse performs such duties during her regular shift, she shall be paid her regular rate of pay.  
  
Where the nurse performs such duties outside her regular shift or on a day off, she shall be paid the appropriate overtime rate.
- (b) Where such duties extend beyond her regular shift, the Employer will not require a nurse to return to regular duties at the Employer without at least eight (8) hours of time off. Where such time off extends into her next regularly scheduled shift she will maintain her regular earnings for that full shift.
- (c) 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.

## 14.11

Applies to Full-Time Nurses

- (a) 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 Employer will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the nurse. Where less than forty-eight (48) hours' notice is given personally to the nurse, time and one-half (1 1/2) 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. The posting of work schedules for nurses shall be as set out in the Appendix 5. It shall be the responsibility of the nurse to consult posted work schedules. The Employer will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the nurse. 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 first shift of her new schedule unless this is a mutual exchange or other request from the nurse.

Applies to Part-Time Nurses

- (b) The posting of work schedules for regular part-time nurses shall be as set out in Appendix 5. It shall be the responsibility of the regular part-time nurse to consult posted work schedules. The Employer will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedules shall be brought to the attention of the regular part-time nurse. Where less than twenty-four (24) hours' notice is given personally to the regular part-time nurse, time and one-half the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of her new schedule unless this is a mutual exchange or other request from the nurse.

## 14.12

When a nurse is required to travel to the Employer or to return to her home as a result of reporting to or off work between the hours of 2400 - 0600 hours, the Employer will pay transportation costs either by taxi or by her own vehicle at the rate of .25¢ per km. (to a maximum of \$14.00) or such greater amount as the Employer may in its discretion determine for each trip between the aforementioned hours. The nurse will provide to the Employer satisfactory proof of payment of such taxi fare.

- 14.13 (a) A nurse who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, and shall be provided at the time of the meal period with a hot meal or five dollars (\$5.00) if the Employer is unable to provide the hot meal. Other nurses required to work more than two (2) hours overtime on the same day they have worked a full tour shall, after the two (2) hours, receive a 1/2 hour paid meal period and shall be provided with a hot meal or five dollars (\$5.00) if the Employer is unable to provide the hot meal.
- (b) Where an Employer is encountering problems around the provision of personal notice to nurses, the parties will endeavour to resolve these concerns at the Employer-Association Committee.

## **ARTICLE 15 - PAID HOLIDAYS**

### Applies to Full-Time Nurses

- 15.01 A nurse who otherwise qualifies under Article 15.02 hereunder, shall receive twelve (12) paid holidays as designated in Appendix 5.
- 15.02 In order to qualify for pay for a holiday, a nurse shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Employer or the nurse was absent due to:
- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Employer;
- (c) the nurse's regular scheduled day off;
- (d) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.
- A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled unless she was scheduled to work that day. A nurse receiving W.S.I.B. benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the W.S.I.B. 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, her vacation shall be extended by one day, unless the nurse and the Employer agree to schedule a different day off with pay;

- (b) Where a holiday falls on a 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) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 14.04. In addition, she will receive a lieu day off with pay in the amount of her 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 Appendix 5 or payment shall be made in accordance with Article 15.03.

Applies to Part-Time Nurses

15.07 If a regular part-time nurse works on any of the paid holidays listed in Appendix 5, she shall be paid at the rate of time and one-half (1-½) her regular straight time hourly rate for all hours worked on such holiday.

**ARTICLE 16 - VACATIONS**

Applies to Full-Time Nurses

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

- (a) Nurses who have completed less than one (1) year of full-time continuous service (as of the date for determining vacation entitlement in the Employer) shall be entitled to a vacation on the basis of 1.25 days (9.375 hours for nurses whose regular hours of work are other than the standard work day) for each completed month of service with pay in the amount of 6% of gross earnings.
- (b) Nurses who have completed one (1) or more years of full-time continuous service (as of the date for determining vacation entitlement in the Employer) shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay (112.5 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.
- (c) Nurses who have completed three (3) or more years of full-time continuous service (as of the date for determining vacation entitlement in the Employer) shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay, (150 hours' pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (d) Effective for accrual July 1, 2016 and comes into effect July 1, 2017, nurses who have completed twelve (12) years or more of continuous service (as of the date for determining vacation entitlement in the Employer) 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.

- (e) Nurses who have completed twenty (20) years or more of full-time continuous service (as of the date for determining vacation entitlement in the Employer) 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.
- (f) Effective June 1, 2012 (for vacation year June 1, 2012 – May 31, 2013), 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 Employer) 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 employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (g) If a nurse works or receives paid leave for less than 1525 hours in the vacation year she will receive vacation pay based on a percentage of her 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 Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her 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 from part-time to full-time or vice-versa, shall mean the combined service as a part-time and full-time nurse employed by the Employer and accumulated on a continuous basis. For the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of full-time service and vice-versa.
- 16.04
  - (a) Where an employee's scheduled vacation is interrupted due to a serious illness which requires hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the employee provides satisfactory documentation of the hospitalization.
  - (b) Where a vacationing employee becomes seriously ill requiring her to be an inpatient in a hospital, the period of such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization.

- (c) The portion of the employee's vacation which is deemed to be sick leave under the provisions will not be counted against the employee's vacation credits.
- (d) It is understood that if an employee is on sick leave and attends a funeral that the bereavement leave will not be charged against sick leave accumulated.

16.05 Scheduling of vacation shall be in accordance with Appendix 5.

Applies to Part-Time Nurses

16.06 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 nurses, of their gross earnings in the preceding year. If a nurse works or receives paid leave for less than 1100 hours in the vacation year she will receive vacation pay based on a percentage of her 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. Such vacation pay will be paid on monies earned in the 1992 vacation year and after. Equivalent years of service will be based on the casual part-time nurse's seniority established under Article 10.03 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.

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

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

16.09 (a) Where an employee's scheduled vacation is interrupted due to a serious illness which requires hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness

shall be considered sick leave provided the employee provides satisfactory documentation of the hospitalization.

- (b) Where a vacationing employee becomes seriously ill requiring her to be an inpatient in a hospital, the period of such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization.
- (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) It is understood that if an employee is on sick leave and attends a funeral that the bereavement leave will not be charged against sick leave accumulated.

16.10 Scheduling of vacation shall be in accordance with Appendix 5.

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

### Applies to Full-time Nurses

17.01 The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible full-time employees who have completed three (3) months of employment in the active employ of the Employer, under the insurance plans set out below, subject to their respective terms and conditions including any enrolment requirements.

- (a) The Employer agrees to pay 100% of the Ontario Health Tax for all eligible nurses.
- (b) The Employer will contribute seventy-five percent (75%) of the billed premium for Life Insurance to include AD & D providing the balance of monthly premiums are paid by the nurse through payroll deductions. Coverage amount to be 2 times the nurse's annual salary.
- (c) The Employer will contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible nurses for an Extended Health Care Plan which provides for semi-private coverage and a \$15.00 single and \$20.00 family deductible, providing the balance of monthly premiums are paid by the nurse through payroll deductions.

In addition to the standard benefits, coverage will include hearing aids. Effective date of the award the maximum is \$400.00 per person every 24 months. Effective July 1, 2017 the maximum is \$500.00 per person every 24 months.

Effective July 1, 2017, vision care benefit will be increased to three hundred and twenty five dollars (\$325.00) plus one eye exam per person every 24 months, with the ability to use coverage for laser surgery.

- (d) The Employer will contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the 2001 ODA fee schedule) provided the balance of the monthly premiums are paid by the nurses through payroll deductions.

Effective October 1, 2009 the ODA fee schedule will reflect the 2008 rates with a nine (9) month recall for adults and a six (6) month recall for dependants aged 18 or less (1 year lag).

Effective June 30, 2011 – current ODA fee schedule.

- 17.02 The Employer shall provide to each employee a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problem with respect to the insurer acknowledging or honouring any claims is a matter between the employee and the insurer.
- 17.03 The Employer may substitute another carrier for any of the foregoing plans provided that the levels of benefits conferred thereby are not decreased. The Employer will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. The Employer 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.

### **PENSION PLAN - (Full-time and Part-time)**

- 17.04 The Pension Plan will be the ONA RRSP at 4% Employer/Employee matched contributions. Mandatory for new full-time hires, voluntary for present full-time and part-time nurses (present and future hires).

Effective January 1, 2008, the ONA RRSP will be changed to the Nursing Home and Related Industries Pension Plan.

### **The Nursing Homes and Related Industries Pension Plan**

In this Article, the terms used shall have the meanings as described:

- (a) "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked, including:

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked; and



- (iii) vacation pay.

All other payments, premiums, allowances etc. are excluded.

“Eligible Employee” means full-time and part-time employees in the bargaining unit who have completed four hundred and fifty (450) hours of service.

- (b) Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

- (c) The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- (d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceeds that which the Employer would have if the Plan were a defined contribution plan.

- (e) The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P-5 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not

readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan.

For further specificity, the items required for each eligible employee are:

(i) To be Provided Once Only at Plan Commencement

Date of Hire  
Date of Birth  
Date of first Remittance  
Seniority List (for purposes of calculations past service credit).

(ii) To be Provided with each Remittance

Name  
Social Insurance Number  
Monthly remittance  
Pensionable Earnings

(iii) To be Provided Once, and if Status Changes

Address as provided to the Home  
Termination date when applicable

(iv) To be Provided Once, if they are Readily Available

Gender  
Marital Status

Where legislation or the Plan prohibits an employee from contributing to a NHRIPP because of age, an amount equivalent to the deductions in Article 17.05 will be directed to a Mutual Fund of the employee's choice.

17.05 Benefits Age 65 and Older

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

First full month following ratification, notwithstanding Articles 12 and 17, full-time employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

- 12.01 (a) – LTD ends at age 65
- 17.01 (a) & (c) - EHC
- 17.01 (b) reduce life insurance by 50% to equivalent of one time (1x) salary
- 17.01 (d) - Dental

In any event, once an employee reaches age 70 and she continues to be employed, she shall automatically be placed on the percentage in lieu as current part-time employees receive as per Article 19.01 (b).

**ARTICLE 18 - MISCELLANEOUS**

- 18.01 Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Union. The cost of printing the Collective Agreement will be shared equally by the Employer and the local Union.
- 18.02 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the context so requires. Where the singular is used, it may also be deemed to mean the plural.
- 18.03 It shall be the duty of each nurse to notify the Employer promptly of any change in address or any change in temporary residency. If a nurse fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such a nurse. A nurse shall notify the Employer of any change to her telephone number.
- 18.04 Medical examinations, re-examinations and any tests required under the Public Hospitals Act will be provided by the Employer in compliance with the Regulations. The nurse may choose her personal physician for all such examinations, except the pre-employment medical, unless the Employer has a specific objection to the physician selected.
- 18.05 Prior to effecting any changes in rules or policies which affect nurses covered by this Agreement, the Employer will advise the local representative and provide copies to the Union as requested.
- 18.06 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.

18.07 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patients and nurses. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Nurses shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during a nurse's working hours. In addition, nurses will be provided with information, including risks and side effects, regarding the vaccine.
- (c) Employers recognize that nurses have the right to refuse any required vaccination.
- (d) If a nurse refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the Centre until such time as the nurse is cleared to return to work. If a nurse is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (b) If a nurse refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the nurse will be paid. It is further understood and agreed that Article 18.04 applies in these circumstances. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other nurses.
- (f) If a nurse gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- (g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to nurses free of charge.
- (h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

**ARTICLE 19 - COMPENSATION**

- 19.01
- (a) The salary rates for nurses in effect during the term of this Agreement shall be those set forth in Appendix 3 attached to and forming part of this Agreement.
  - (b) Part-time nurses shall be paid thirteen (13%) percent in lieu of all fringe benefits. The thirteen (13%) percent in lieu of all fringe benefits is calculated on the basis of the nurse's straight time hourly rate. It is

specifically understood and agreed that holiday pay, income protection (sick) and pension are included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the RRSP when eligible in accordance with its terms and conditions. For part-time nurses who are members of the RRSP, their percentage in lieu of all fringe benefits is 9%. It is understood and agreed that the regular part-time nurse's regular straight time hourly rate (or hourly rate) in this agreement does not include the 13% (or 9% as applicable) in lieu and accordingly the 13% (or 9% as applicable) in lieu will not be included for the purpose of computing any premium or overtime payments.

(c) Retroactivity

Except as expressly noted, all the terms and conditions shall be effective from the date of receipt of written notice of ratification or release of award. Provisions which are expressly made retroactive shall apply to all employees in the bargaining unit on or after the date specified.

Retroactive payments, if any, to nurses in the Bargaining Unit will be paid no later than forty-five (45) days from date of ratification.

The Employer will make every effort to pay retro pay within forty-five (45) days of ratification on an itemized separate pay cheque.

The employer will pay retro for Scarlett Sicedo, who has left the employ of the employer, if she is entitled.

- 19.02 A Graduate Nurse in the employ of the Employer upon presenting proof of current certification by the College of Nurses of Ontario shall be given the salary of the Registered Staff Nurse as provided in this Article effective the date the nurse presents proof of successfully passing the certification examination to the Director of Nursing or her designate, or to the date of last hire whichever is later.
- 19.03 A Registered Nurse is required to present to the Director of Nursing or her designate before February 15th of each year her current Certificate of Competence. Such time shall be extended for satisfactory reasons. Failure to provide proof of certification by the above date (or extended date) shall result in the nurse being reverted to the salary status of a Graduate Nurse. Reinstatement to the status of Registered Nurse shall be effective the first pay period following the date of presentation of proof of certification as above.
- 19.04 (a) Full-time and Regular Part-time nurses who are 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 she 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 she has been promoted) and she shall retain her 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 from Graduate to Registered Nurse. 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 experience, level on the other grid.

- (b) Effective July 1, 2007, where the Employer temporarily assigns a Registered Staff Nurse to carry out the assigned responsibilities of a higher classification such as in charge of the building (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, she shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for such duty in addition to her regular salary. The Employer agrees that it will not make work assignments which will violate the purpose and intent of this provision.
- (c) Graduate Nurses who become Registered Nurses shall be placed on the level in the Registered Nurse's salary grid which represents an increase in salary.
- (d) Team Leader or In Charge of Floor

Whenever a nurse is assigned additional responsibility to direct, supervise or oversee work of nurses, and/or be assigned overall responsibility for patient care for the team or floor, for a tour of duty, she shall be paid a premium of one dollar (\$1.00) per hour in addition to her regular salary and applicable premium allowance.

Effective date of the award, increase rate to one dollar and twenty cents (\$1.20) per hour.

Effective July 1, 2017, increase rate to one dollar and twenty-five cents (\$1.25) per hour.

Note: It is understood and agreed that there are not any team leaders on nights or evenings.

It is also understood and agreed that there will not be any pyramiding of the premiums in Article 19.04.

- 19.05 (a) The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment and if she fails to do so she shall not be entitled to recognition. For greater clarity, related nursing experience includes related nursing experience out of province and out of country.
- (b) 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 Employer.

The Employer may also give effect to part-time nursing experience in special circumstances.

- (c) Currently employed nurses who were eligible to claim credit under the formula of 1 increment for every 2 years of experience, may make a claim under the present provision and may have their position on the salary grid adjusted effective date of ratification, to a maximum of level 6 (i.e. 5th year increment).

19.06 Applies to Full-Time Nurses

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

Applies to Part-Time Nurses

Each part-time nurse will be advanced from her present level on the Salary Schedule to the next level on the Salary Schedule after obtaining 1 year's credit calculated in accordance with the provisions of Article 10.03.

- 19.07 A part-time nurse whose status is altered to full-time will assume her same level on the full-time grid. A full-time nurse whose status is altered to part-time will assume her 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 her last advancement.

- 19.08 (a) When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 2 of the Grievance Procedure within nine (9) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 7, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Employer and duties and responsibilities involved.

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

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

## **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 Employer agrees to a job sharing arrangement, the introduction or discontinuance of such job sharing arrangements will be determined in accordance with Appendix 5.

Once the Employer has determined that a vacancy exists and has agreed to a job sharing arrangement, the vacancy or vacancies to be posted will be determined in accordance with Appendix 5 and will be filled in accordance with Article 10.06 of the Collective Agreement.

The nurses involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of the Part-time Collective Agreement.

## **ARTICLE 21 - DURATION**

21.01 This agreement shall continue in effect through July 1, 2014 – June 30, 2018 and shall remain in effect from year to year thereafter, unless either party gives the other party written notice of termination or desire to amend the agreement.

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.

## **ARTICLE 22**

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

- Appendix 1 - Grievance Form
- Appendix 2 - List of Professional Responsibility Assessment Committee - Chairpersons
- Appendix 3 - Salary Schedule
- Appendix 4 - ONA/Hospital Professional Responsibility Complaint Form
- Appendix 5 - Local Issues



Dated at Toronto, Ontario, this 17<sup>th</sup> day of January 2018.

**FOR THE EMPLOYER**

Bahar Karimi

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**FOR THE UNION**

Barbara Worthington

Elizabeth DeSousa-Mendonca

Le Chang

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**APPENDIX 1 - GRIEVANCE FORM**

<b>ONTARIO NURSES' ASSOCIATION</b> <b>ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO</b> <b>GRIEVANCE REPORT / RAPPORT DE GRIEF</b>			
ONA LOCAL SECTION LOCALE DE L'AIIO GRIEVOR PLAIGNANTE DEPARTMENT SERVICE	EMPLOYER EMPLOYEUR GRIEVANCE NO. N° DU GRIEF	STEP ÉTAPE 1. 2. 3.	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR   
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÉNEMENT			
SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP. DE L'AIIO:	
STEP ONE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:
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 - ONA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AIIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE	

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

The following nurses have allowed their names to stand as Chairpersons - Nursing Assessment Committees – in the above named sector:

1. Ms. Joan Cardiff  
416 Lakeshore Road  
White Lake, ON K0A 3L0
  
2. Claire Mallette  
Director  
School of Nursing  
York University  
Rm 313, HNES  
4700 Keele Street  
Toronto, ON M3J 1P3
  
3. June Deusburry-Porter  
390 Swanson Court  
Burlington, ON L7E 4G6
  
4. Ann Frances Allen  
140 Airdrie Road  
Toronto, ON M4G 1M5

**APPENDIX 3**  
**SALARY SCHEDULE**

Regular straight time pay equity adjusted hourly rates for full-time and part-time registered nurses.

Classification - Registered Nurse

	Effective July 1, 2014	Effective July 1, 2015	Effective July 1, 2016	Effective July 1, 2017
	1.4%	1.4%	1.4%	1.4% + \$0.32 to RN start rate
Start	\$30.59	\$31.02	\$31.45	\$32.21
1 Year	\$31.04	\$31.47	\$31.91	\$32.36
2 Years	\$31.56	\$32.00	\$32.45	\$32.90
3 Years	\$33.11	\$33.57	\$34.04	\$34.52
4 Years	\$34.68	\$35.16	\$35.65	\$36.15
5 Years	\$36.63	\$37.14	\$37.66	\$38.19
6 Years	\$38.59	\$39.13	\$39.68	\$40.24
7 Years	\$40.57	\$41.14	\$41.72	\$42.30
8 Years	\$43.45	\$44.06	\$44.68	\$45.31
25 Years	\$44.22	\$44.84	\$45.47	\$46.11

NOTES:

The rates for part-time nurses are exclusive of the percentage in lieu of benefits set out in Article 19.01 (b) of the Collective Agreement.

RETROACTIVITY

Wages will be retroactive from July 1, 2014.

**APPENDIX 4**

**ONA/HOSPITAL PROFESSIONAL RESPONSIBILITY COMPLAINT 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/ Day | Month | Year  
 Time notified: \_\_\_\_\_

**SECTION 2: DETAILS OF OCCURRENCE**

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

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

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

**SECTION 3: WORKING CONDITIONS**

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

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

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

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

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

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

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

Change in patient acuity.

\_\_\_\_\_

\_\_\_\_\_

Normal number of beds on unit \_\_\_\_\_ Beds closed \_\_\_\_\_ Beds opened during tour \_\_\_\_\_

Patient census at time of occurrence \_\_\_\_\_

# of Admissions \_\_\_\_\_ # of Discharges \_\_\_\_\_ # of Transfers \_\_\_\_\_

Lack of/or equipment/malfunctioning equipment. Please specify:

\_\_\_\_\_

\_\_\_\_\_

Visitors/Family Members. Please specify:

\_\_\_\_\_

\_\_\_\_\_

Number of patients on infectious precautions \_\_\_\_\_

Over Capacity Protocol. Please specify:

\_\_\_\_\_

\_\_\_\_\_

Resources/Supplies \_\_\_\_\_

Interdepartmental Challenges \_\_\_\_\_

System Issues \_\_\_\_\_

Exceptional Patient Factors (i.e. significant time and attention required to meet patient expectations).  
Please specify:

\_\_\_\_\_

\_\_\_\_\_

Other: (e.g. Non-nursing duties, student supervision, mentorship, etc.) Please specify:

\_\_\_\_\_

\_\_\_\_\_

#### SECTION 5: REMEDY

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Was it resolved? Yes  No

**SECTION 6: RECOMMENDATIONS**

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

- Inservice  Orientation  Review nurse/patient ratio
- Change unit lay-out  Float/casual pool  Review policies & procedures
- Change Start/Stop times of shift(s). Please specify:

\_\_\_\_\_

- Review Workload Measurement Statistics
- Perform Workload Measurement Audit
- Adjust RN staffing  Adjust support staffing
- Replace sick calls, vacation, paid holidays, other absences
- Equipment. Please specify:

\_\_\_\_\_

Other:

\_\_\_\_\_

**SECTION 7: EMPLOYEE SIGNATURES**

Signature: \_\_\_\_\_ Phone # / Personal E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone # / Personal E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone # / Personal E-mail: \_\_\_\_\_

**SECTION 8: MANAGEMENT COMMENTS**

The manager (or designate) will provide a written response to the nurse (s) within 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:

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

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



**APPENDIX 5**

**LOCAL ISSUES**

Between:

THE MCCALL CENTRE FOR CONTINUING CARE  
(Hereinafter referred to as the "Employer")

And:

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

**Full-time and Part-time**

## **ARTICLE A - RECOGNITION**

- A.1 The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by The McCall Centre for Continuing Care of the Trillium Hospital in the Municipality of Metropolitan Toronto, hereinafter referred to as The McCall Centre for Continuing Care of the Trillium Hospital, save and except Head Nurses and those above the rank of Head Nurse.

## **ARTICLE B - MANAGEMENT RIGHTS**

- B.1 The Union acknowledges that the management of the Employer and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by a provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency, and in connection therewith to establish or continue reasonable policies, practices, procedures, rules and regulations for the conduct and efficiency of the Employer and from time to time, to change or abolish such policies, procedures, practices, or rules and regulations;
  - (b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided that a claim by a nurse who has completed the probationary period that she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
  - (c) Determine in the interest of efficient operation and highest standard of service, job rating or classification, hours of work, work assignments, services to be performed, methods of work and working establishment for any services;
  - (d) Determine the number of personnel required, the services to be performed, and the methods, procedures and equipment to be used in connection therewith;
  - (e) Make and enforce and alter from time to time, reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.
- B.2 It is agreed that these rights shall be exercised in a fair and reasonable manner not inconsistent with the terms of this Agreement.

## **ARTICLE C - UNION COMMITTEES AND REPRESENTATIVES**

- C.1 (a) Union Representatives

There shall be three (3) Union Representatives, one on each floor.

(b) Grievance Committee

The Grievance Committee shall consist of up to two (2) nurses. No more than one nurse from any one unit shall be a member of the committee.

(c) Employer-Union Committee

The Employer-Union Committee shall be comprised of not more than three (3) representatives of the Union, and three (3) representatives of the Employer. No more than one (1) nurse from any one unit shall be a member of the committee.

(d) Negotiating Committee

The Negotiating Committee shall be comprised of not more than two (2) nurses, normally not more than one (1) of whom shall be from any one unit.

C.2 The Union interview for newly hired nurses shall be scheduled during the new employee's probationary period. The Employer will advise the Union of new hires in writing to the Bargaining Unit President within two (2) weeks of their date of hire.

The Union interview time period shall be scheduled for an hour, every four weeks on a Monday when the Bargaining Unit President is scheduled to work the day shift.

**ARTICLE D - SCHEDULING**

D.1 The Employer will endeavour to maintain and achieve the following objectives in the formation of working schedules for nurses working 7-1/2 hour tours.

- (a) The Employer will continue with the concept of master schedules/rotation with schedules covering a period of six (6) weeks, being posted at least two (2) weeks in advance.
- (b) Request for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty. Any such changes approved by the Employer shall not result in any overtime payment or premium payment to any of the nurses affected by such change. Such approval shall not be unreasonably withheld. The foregoing shall apply notwithstanding any other provision in the Collective Agreement.
- (c) Requests for specific days off other than regular days off shall be submitted in writing at least two (2) weeks in advance of the posting of the schedule.
- (d) Nurses will not be scheduled to work more than six (6) consecutive days, to be followed by at least 1 day off, unless otherwise agreed to by the nurse and her immediate supervisor.

- (e) The Employer will not schedule split shifts. At least sixteen (16) hours off shall be scheduled between shifts, and at least forty-eight (48) consecutive hours off shall be scheduled following the night shift.

A shorter period of time between changes of shift may be agreed upon by mutual consent.

- (f) A Full-time nurse may not be required to change tours of duty more than once during a work week.
- (g) The Employer will attempt to schedule nurses to rotate the two (2) tours of their preference. However, for the continuance of efficient operation, the Employer reserves the right to assign a nurse to a tour other than her preference, on a short term basis, following notification in writing to the nurse concerned.

- (h) The Employer will endeavour to schedule every other weekend off.

If the nurse is required to work on a second and subsequent weekend, she will receive premium payment as defined in the Collective Agreement, for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:

- i) such weekend has been worked by the 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 the result of an exchange of shifts with another nurse.
- (i) Nurses may request changes to their regular permanent master tour rotation. Such requests will be made in writing to the Director of Care six (6) weeks in advance. Such changes will not be unreasonable denied.
- (j) Nurses presently employed on the evening or night tours on a permanent basis will not be rotated except by mutual consent. Notwithstanding the above, each nurse on a permanent shift may be required to do a tour of duty on days, for in-service requirements and evaluation, every six (6) months not to exceed three (3) weeks in each six (6) month period.

The three (3) week period in each six (6) months shall be scheduled upon mutual agreement between the nurse and her immediate supervisor.

- (k) Nurses presently working the day shift on a permanent basis shall not be permanently assigned to other shifts unless there has been a full discussion of the reasons for the change with the nurses affected and the Union and a subsequent reaffirmation of the decision to change accompanied by the giving of six weeks' notice to the affected nurses.

- (l) A weekend is defined as being fifty-six (56) consecutive hours off work during the period commencing 1500 hours Friday and ending at 0700 hours the following Monday.

- (m) Applies to Full-time Nurses

A nurse shall be scheduled off duty for at least five (5) or more consecutive days at either Christmas or New Year's, unless the nurse requests otherwise. Time off at Christmas shall include Christmas Eve Day, Christmas Day and Boxing Day, and time off at New Year's shall include New Year's Eve Day and New Year's Day. It is understood that the scheduling objectives may be waived between December 15<sup>th</sup> and January 15<sup>th</sup>, in order to provide the above five (5) consecutive days off.

The Director of Care will post the scheduling planner for the Christmas/New Year season by October 1<sup>st</sup> of each calendar year. Requests for time off at Christmas/New Years shall be submitted, in writing, to the DOC by October 15<sup>th</sup>. The Christmas/New Year schedule will be posted by November 8<sup>th</sup>.

If there are scheduling conflicts the DOC will approach the nurses involved in an attempt to resolve the conflict. If there is no resolution to the conflict then the assignment of time off at Christmas and New Year's shall be exercised on a rotational basis within the nursing unit.

Applies to Part-time Nurses

The Employer will schedule a nurse off work for not less than five (5) consecutive days at either Christmas or New Year's season, unless the nurse requests otherwise, except in areas which are not normally required to work on weekends and statutory holidays. The scheduling objectives set out in this Article D may be waived to accommodate this special arrangement between December 15<sup>th</sup> and January 15<sup>th</sup>. For the purpose of this schedule, Christmas shall be defined as including December 24, from 1500 hours on the 25<sup>th</sup> and 26<sup>th</sup> and New Year's shall be defined as including December 31<sup>st</sup> from 1500 hours on and January 1. If operationally feasible the employer shall endeavour to schedule the time off on Christmas Eve Day or New Year's Day, from 0700 hours on.

- (n) The Employer will post schedules indicating time off for Christmas and New Year's, no later than November 15.
- (o) A nurse who normally rotates shall not be required to work more than two (2) consecutive weeks on either the evening or night tour, without being scheduled for a period of day tours, unless otherwise agreed.
- (p) In the master schedule the Employer will endeavour to equitably distribute shift work amongst nurses in a unit working the same shift rotations.

(q) The normal tours of duty are as set out below:

Nights	- 11:00 - 7:00 a.m.
Days	- 7:00 - 3:00 p.m.
Evenings	- 3:00 - 11:00 p.m.

The normal tours of duty shall not be changed unless there has been a full discussion of the reasons for the change with the Union and a subsequent notice of the decision to change accompanied by the giving of six (6) weeks' notice to the affected nurses.

D.2 Meal periods and relief periods as set out in Article 13 shall be taken at times designated by the Employer.

D.3 Extended Tours

The Employer and the Union may agree to implement extended tours, subject to the following:

- (a) Each facility/unit must have eighty percent (80%) agreement of the full-time and part-time employees who work in the facility/unit.
- (b) The Extended Tour may be cancelled by either party on giving ten (10) calendar weeks' notice to the other in writing of its desire to terminate. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for cancellation.

Extended tours may be discontinued by the Union in any facility/unit when sixty percent (60%) of the full-time and part-time employees in the facility/unit so indicate by secret ballot to the Union.

- (c) With the exception of the specific variations set forth in this Article, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.

(d) Hours of Work

- (i) Where employees are now working a longer daily tour, the provisions set out in the Article governing the regular hours of work on a daily tour shall be adjusted accordingly.
- (ii) 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.
- (iii) Employees shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of forty-five (45) minutes.
- (iv) Scheduling issues will be resolved at the local level.
- (v) Where the Union and the Employer have agreed to or agree to an extended daily tour that differs from the normal daily extended tour,

the proportion of unpaid time to hours of work shall maintain the same ratio as set out in paragraph (ii) and (iii) of this Article.

- (e) Payment for bereavement leave is based on 11.25 hours.
- (f) Payment for vacation and holidays for full-time employees is based on the equivalent to the 7.5 hour entitlement.
- (g) Shift and weekend premiums as per Article 14.08 will be paid for the same hours as applied to seven and one-half (7.5) hour tours, the intention being that the total amount of shift or weekend premium will not change because of the move to extended tours.
- (h) Overtime premium as set out in Article 14.01 shall be paid for all hours paid in excess of 11.25 hours on a scheduled extended tour or 75 hours bi-weekly averaged over the duration of a six (6) week schedule.
- (i) Shift exchanges will be in accordance with Article D.1 (b).

#### D.4

##### Unit Weekend Schedule

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

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

If the Employer and the Association agree to a unit weekend schedule, the introduction of that schedule and the manner in which the position(s) are filled, shall be determined by the local parties and recorded in the Appendix of Local Provisions. This unit schedule may be discontinued by either party with notice as determined within the Appendix of Local Provisions. The opportunity for an individual nurse to discontinue this schedule shall be resolved by the local parties:

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

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

Mechanism for the vacation bank is determined by current local practices. Drawing from the vacation bank will occur at an accelerated rate of 1.25 paid hours for every hour taken as vacation (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid.)

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

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

Cash out and carry out provisions for the bank will be defined locally.

Article 16.05 (a), (b) and (c) do not apply.

(c) Paid Holiday Bank

Nurses qualify in accordance with the Collective Agreement. The paid holidays are identified in the Local Appendix.

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

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

If a nurse works on a paid holiday as defined by the local parties, she or he will receive one and one-half (1-1/2) pay for all hours worked on a holiday. The nurse will not receive a lieu day. Article 14.04 also applies.

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

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

(d) Sick Leave

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

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

The nurse may utilize his or her sick leave bank available under Article 12.03 for unpaid absences due to illness and Employment Insurance top-up in accordance with the formula for converting hours as described in Article 12.01(a).



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

The provision of medical certificates shall be subject to Article 12.01 iv).

(e) Leaves of Absence

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

(f) Tour Exchange

Weekend tour exchanges will be permitted only between weekend tour nurses. Weekday tour exchanges will be permitted, provided the Employer does not incur additional costs.

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

(g) Overtime

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

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

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

(h) Scheduling Provisions

The scheduling and premium provisions relating to consecutive weekends off in the local appendix do not apply to nurses who accept positions under this provision.

(i) Christmas Period

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

## **ARTICLE E - BULLETIN BOARD**

E.1 The Employer will provide bulletin board spaces for the purpose of posting notices, as set out below:

- one bulletin board outside the nurses' locker room.

- E.2 The Union will have the right to post Union notices on the bulletin board. Such notices must be submitted to and approved by the Administrator or her designate prior to the posting. Such approval will not be unreasonably withheld.

## **ARTICLE F - MISCELLANEOUS**

### F.1 Seniority List

A copy of the seniority list will be filed with the Union in December and June of each year.

### F.2 Equivalent Time Off for Overtime Work

Where a nurse has worked approved accumulated overtime hours (other than overtime hours relating to paid holidays) and elects to take equivalent time off under Article 14.07, such time off will be scheduled at a mutually agreeable time between the nurse and her immediate supervisor. Requests for such time off will not be unreasonably withheld. The time off must be taken within a period of forty-five (45) days from the date it was earned failing which it will be paid as overtime pay.

## **ARTICLE G - VACATION**

- G.1 It is understood that the Employer will give every consideration to the nurses' preference as to the timing of their vacation, but of necessity the Employer must reserve the right to the final decision as to the scheduling of vacations.
- G.2 If a nurse commences vacation on a Monday for five (5) consecutive days or more the Employer shall schedule either the weekend off preceding the vacation or the weekend immediately following the vacation, as days off.
- G.3 Requests for vacation, in the peak vacation period, June 15th to September 15th, shall be submitted in writing by March 31st each year. Approved vacation schedules will then be posted by April 15th. In the event of conflict seniority shall be the deciding factor.
- G.4 Vacation requests outside the peak vacation period shall be submitted in writing at least four (4) weeks prior to the requested time off. A written response to this request for vacation shall be given to the nurse in writing within fourteen (14) days. Requests for vacation out of the peak vacation period will be on a first come, first serve basis.
- G.5 A nurse may take her entire vacation entitlement at one time provided it doesn't interfere with the needs of the Employer. Requests for single vacation days may be approved at the discretion of the Director of Nursing or her designate.
- G.6 Vacation schedules for nurses shall not be unduly restrictive. Vacation quotas shall be established for members of the bargaining unit and shall not include non bargaining unit members.

- G.7 Vacation pay shall be paid to a nurse in advance of her scheduled vacation period, if she so requests. Such request must be submitted to the nurse's immediate supervisor at least four (4) weeks' in advance of the pay period, prior to the commencement of the nurse's vacation.
- G.8 Vacation may commence on any day of the week.
- G.9 Nurses with three (3) or more weeks of vacation may request to carry over up to five (5) days beyond May 31<sup>st</sup>, to be used before December 15<sup>th</sup>, in the same calendar year. It is understood that this vacation time can not be used during the summer vacation period.
- The Employer will endeavour to grant such requests where this practice does not conflict with the staffing needs of the Hospital.
- G.10 Casual part-time nurses will be paid their vacation pay on the pay period that ends nearest May 30th of each year.

#### **ARTICLE H - LEAVE OF ABSENCE**

- H.1 Leave of absence for Union business shall be granted up to a total of thirty (30) aggregate days total, including both full-time and part-time nurses during any calendar year, provided at least two (2) weeks' notice in writing is given by the Union to the Employer, except in emergency situations provided that such leave does not interfere with the efficient operation of the Employer. No more than one nurse from any one unit may be absent from the Employer at the same time. Such leave will not be unreasonably denied.

#### **ARTICLE I - SICK LEAVE**

- I.1 (a) In case of sickness a nurse must notify the supervisor or designate at least two (2) hours prior to her scheduled starting time if on the day schedule, and four (4) hours prior to her scheduled starting time if on the evening or night shift except in extenuating circumstances.
- I.1 (b) A nurse who is returning to work after having been absent due to illness must notify her supervisor or designate that she will be returning to work prior to the start of the shift she is returning to work on, as follows:
- i) By 1430 hours if returning to work the day shift the following day.
  - ii) By 1130 hours if returning to work the evening shift on the same day.
  - iii) By 1530 hours if returning to work the night shift commencing the same day.

The foregoing applies to nurses who are replaced when absent. In the case of employees who are not replaced when absent, departmental practice will apply with respect to notification or return to work.

**ARTICLE J - PAID HOLIDAYS****For Full-Time Nurses**

J.1 Effective the date of ratification the following shall be paid holidays:

New Year's Day	Labour Day
Heritage Day (2nd Monday in Feb.)	Thanksgiving Day
Family Day (3 <sup>rd</sup> Monday in Feb)	Remembrance Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day (July 1 <sup>st</sup> )	
Civic Holiday	

Should an additional holiday be proclaimed by the Federal, Provincial or Municipal Governments, such holiday will be substituted for one of the above mentioned holidays, the intent being that no more than 12 paid holidays shall be granted.

J.2 For the purpose of determining entitlement to holiday pay, the nurse who works the majority of hours on a recognized holiday, as provided herein shall be paid the holiday rate of pay.

J.3 Where a nurse qualifies for lieu days, such lieu days shall be granted within forty (40) days prior to or following the holiday. Such lieu days will be scheduled at a mutually agreeable time between the nurse and her immediate supervisor.

J.4 The Employer will endeavour to schedule a paid holiday designated for a Friday or Monday to be an off day for a nurse scheduled to be off on the adjacent Saturday and Sunday where this practise does not conflict with the staffing needs of the Employer. Conversely the Employer will endeavour to schedule a paid holiday designated for a Friday or Monday to be a work day for a nurse scheduled to work on the adjacent Saturday and Sunday where this practise does not conflict with the staffing needs of the Employer.

**For Part-Time Nurses**

J.5 The following shall be paid holidays:

New Year's Day	Labour Day
Heritage Day (2nd Monday in Feb.)	Thanksgiving Day
Family Day (3 <sup>rd</sup> Monday in Feb)	Remembrance Day
Good Friday	Christmas Day
Victoria Day (July 1 <sup>st</sup> )	Boxing Day
Canada Day	
Civic Holiday	

Should an additional holiday be proclaimed by the Federal, Provincial or Municipal Governments, such holiday will be substituted for one of the above mentioned holidays, the intent being that no more than 12 paid holidays shall be granted.

J.6 A nurse who works the majority of hours on a recognized holiday shall be deemed to have worked the holiday for purposes of premium payment.

- J.7 The Employer will endeavour to schedule a paid holiday designated for a Friday or Monday to be an off day for a nurse scheduled to be off on the adjacent Saturday and Sunday where this practice does not conflict with the staffing needs of the Employer. Conversely the Employer will endeavour to schedule a paid holiday designated for a Friday or Monday to be a work day for a nurse scheduled to work on the adjacent Saturday and Sunday where this practice does not conflict with the staffing needs of the Employer.

## **ARTICLE K - JOB SHARING**

- K.1 The introduction of job sharing arrangements will be subject to mutual agreement between the Union and the Employer. The initial job sharing arrangement will be on a trial basis for a period of up to six (6) months, subject to review by the Union and the Employer before confirmation. Should the parties decide to discontinue the trial then it is agreed all nurses are to revert to their former position. It is agreed that the following conditions will govern the arrangements:
- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis and the Employer shall reserve the sole right to determine the appropriateness of such arrangements.
  - (b) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two nurses with the approval of the Head Nurse.
  - (c) The above schedules shall conform with the scheduling provision of the full-time Collective Agreement.
  - (d) It is accepted that both sharers will be prepared to cover each other's incidental absences including vacations if possible. If because of unavoidable circumstances one cannot cover the other, the Director of Nursing or her designate will be called to arrange coverage. In the event that one member of the job sharing arrangement goes on extended absence, the coverage will be negotiated with the Director of Nursing or her designate but it is expected that the remaining member of the position would be prepared to cover the absence if possible.
  - (e) An incumbent full-time nurse wishing to share her position may do so without having her half of the position posted, however, the other half of the job shared position must be posted and the selection based on the criteria set out in the Collective Agreement.
  - (f) If one of the job sharers leaves the arrangement her position will be posted. If there is no successful applicant to the position the sharing position must revert to a full-time position. The remaining nurse will have the option of continuing in the full-time or, if available, another part-time position for which she is qualified. If she does not continue full-time the position must be posted according to the Collective Agreement.

- (g) Either the Employer or the Union shall have the option of cancelling this agreement after providing the other party with not less than six (6) weeks written notice. The job sharer(s) will have the option to revert back to their former status.
- (h) Issues arising out of the enforcement of this Agreement will be dealt with at an Employer-Union Committee meeting.

## **ARTICLE L – INNOVATIVE SCHEDULING**

- L.1 Schedules which are inconsistent with the Collective Agreement provisions may be developed in order to improve quality of working life, support continuity of resident care, ensure adequate staffing resources and support cost-efficiency. The parties agree that such innovative schedules may be determined locally by the Employer and the Union subject to the following principles:
- (a) Such schedules shall be established by mutual agreement of the Employer and the Union;
  - (b) These schedules may pertain to full-time and/or part-time employees;
  - (c) The introduction of such schedules and trial periods, if any, shall be determined by the local parties. Such schedules may be discontinued by either party with notice as determined through local negotiations.
  - (d) Upon written agreement of the Employer and the Union, the parties may agree to amend collective agreement provisions to accommodate any innovative unit schedules.
  - (e) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

## **ARTICLE M – VIOLENCE**

### M.1 Violence in the Workplace

1. Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of his/her employment. It includes the application of force, threats with or without weapons and severe verbal abuse. The Hospital agrees that such incidents will not be condoned. Any nurse who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
2. The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situation and support to nurses who have faced

workplace violence. These policies and procedures shall be communicated to all nurses.

3. The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
4. The Hospital agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
5. The Hospital, with the nurse's consent, will inform the Union within three (3) days of any nurse who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as possible.
6. The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.

#### **ARTICLE N – NEEDLESTICK/SHARPS SAFETY**

##### **N.1 Needlestick/Sharps Safety**

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.

#### **ARTICLE O – MUSCULOSKELETAL INJURY**

##### **O.1 Musculoskeletal Injury Prevention and Control**

1. The Hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.
2. At least once a year the musculoskeletal prevention and control measures, procedures, practices and training shall be reviewed and revised in the light of current knowledge and practice.
3. The review and revision shall be done more frequently than annually if,

- (a) the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
  - (b) there is a change in circumstances that may affect the health and safety on an employee.
4. The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and thereafter as required.

#### **ARTICLE P – EARLY AND SAFE RETURN TO WORK**

1. A return to work committee will be established comprised of the Executive Director, the Employee Health Nurse and one (1) representative designated by the Union who will serve a term of two (2) years.
2. The Committee will meet as required to discuss requests from employees who are absent from work because of disability or illness and who are seeking to return to work but who according to medical documentation including functional assessments if any, will require a temporary or permanent accommodation to do so.
3. It is understood that it is the obligation of the disabled employee in receipt of WSIB or long term disability benefits to ensure that the Employee Health Nurse is advised as soon as possible of any change in medical restrictions which may affect their ability to return to work and to provide appropriate medical documentation which may support any such change.
4. The Employee Health Nurse will discuss the needs of employees for accommodation as soon as possible with their respective manager or designate. In consultation with the designated union representative she will examine opportunities for temporary accommodation based on medical documentation and functional assessments.
5. The Hospital will advise the Union of offers of permanent accommodation within or outside the bargaining unit.
6. It is understood that the disabled employee seeking accommodation and/or in an accommodation has an obligation to cooperate fully with the Employee Health Nurse in obtaining the required documentation to assess the ongoing suitability of the accommodation to the employee's condition including functional assessments and/or second opinions from qualified medical practitioners provided that these are obtained at no financial cost to the employee.
7. The parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the Hospital will consider the skills, ability and experience of the employees and will also consider ability to acquire skills, seniority and path of least disruption in the workplace.



8. The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation. The committee will review any circumstances where attempts to accommodate an employee have proven unsuccessful.
9. Before posting, the Hospital will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home unit.
10. Where such vacancies are within the bargaining unit, the Hospital will consult with the Union on the feasibility of an accommodation giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.
11. Whether or not the parties agree to waive the posting procedure in order to facilitate an accommodation and whether or not the position is within the bargaining unit, the parties will sign an agreement containing the details of the accommodation. The parties may also agree to a written agreement for temporary accommodation of extended duration.
12. The home position of a nurse who needs permanent accommodation may be posted under the following circumstances:
  - (i) the employee is permanently accommodated in another position or arrangement
  - (ii) the weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future
  - (iii) the Hospital may elect to fill the disabled employee's home position by posting a temporary to permanent vacancy
    - a) In so electing, the position will be filled in accordance with the job posting provisions of the collective agreement.
    - b) If and when it is confirmed that the disabled employee cannot return to her original position, the position may be offered to the incumbent on a permanent basis.
    - c) When a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
    - d) Filling of a disabled employee's home position does not remove the Hospital's duty to accommodate that employee.

Dated at Toronto, Ontario, this 17<sup>th</sup> day of January 2018.

**FOR THE EMPLOYER**

Bahar Karimi

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**FOR THE UNION**

Barbara Worthington

Elizabeth DeSousa-Mendonca

Le Chang

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**LETTER OF UNDERSTANDING**

Between

THE McCALL CENTRE FOR CONTINUING CARE  
(hereinafter referred to as "the Employer")

And

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

Where the Employer identifies high risk areas where nurses are exposed to infectious or communicable diseases for which there are available protective medications, the Employer will normally provide such medications at no cost to the nurse(s), unless such medications are available at no cost to the nurse(s) elsewhere.

Dated at Toronto, Ontario, this 17<sup>th</sup> day of January 2018.

**FOR THE EMPLOYER**

Bahar Karimi  
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**FOR THE UNION**

Barbara Worthington  
Elizabeth DeSousa-Mendonca  
Le Chang  
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