

## **COLLECTIVE AGREEMENT**

Between:

(Hereinafter referred to as the "Hospital")

And:

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

Expiry: **March 31, 2023**

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the nurses covered by this Agreement; to provide for on-going means of communication between the Union and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that nurses wish to work together with the Hospital to secure the best possible nursing care and health protection for patients. Appropriate committees have been created under this Agreement to work towards this objective.
- 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.

NOTE: In this Collective Agreement, where the context otherwise requires, the word “nurse(s)” shall include employees in affiliated bargaining units who are represented by the Ontario Nurses’ Association.

## **ARTICLE 2 – DEFINITIONS**

- 2.01 A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and the *Nursing Act*.

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

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

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

- 2.03 A nurse who holds a Temporary Class Certificate of Registration will be classified, for purposes of salary, at a level equal to the level previously accorded to the graduate nurse category.
- 2.04 A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 13.
- 2.05 A regular part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article 13 and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time nurses shall be considered casual nurses. The predetermined basis upon which the commitment to be available is made shall be determined in local negotiations.
- The definitions shall not have the effect of changing the composition of any existing bargaining units. The Hospital shall not refuse to accept an offer from a nurse to make a commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual nurses so as to restrict the number of regular part-time nurses.
- 2.06 This combined agreement contains provisions applicable to full-time nurses and provisions applicable to part-time nurses. The combination of the agreements shall not have the effect of changing the composition of any existing bargaining units nor shall it have the effect of conferring representation rights where such rights do not presently exist. The scope of the applicable bargaining unit is set out in the Appendix of Local Provisions.

### **ARTICLE 3 – RELATIONSHIP**

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

- 3.01 The Hospital and the 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 nurse because of the nurse's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising their rights under the Collective Agreement.
- 3.02 The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on Hospital premises or during working hours except with the written permission of the Hospital or as specifically provided for in this Agreement.

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

3.04 Harassment and Discrimination

- (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, gender identity, gender expression, or disability", ref: *Ontario Human Rights Code*, Sec. 5 (2) and 10 (1).
- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee", ref: *Ontario Human Rights Code*, Sec. 7 (2).

The right to freedom from harassment in the workplace applies also to sexual orientation.

- (c) "Every person has a right to be free from:
- i) A sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
  - ii) A reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person", ref *Ontario Human Rights Code*, Sec. 7 (3).
- (d) The parties recommend and encourage any employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the employer's harassment policies and process.
- (e) In recognizing the importance of a harassment free environment, the employer and the union will review hospital policies and processes with respect to harassment with the employee during their orientation period.

- (f) Where a nurse requests the assistance and support of the union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (g) A nurse who believes that they have been harassed contrary to this provision may file a grievance under Article 7 of this Agreement.
- (h) The local parties will determine the appropriate means of promoting an effective and meaningful way of addressing discrimination and harassment issues, which may include, but is not limited to the following:
- Reviewing the hospital's harassment policy and making joint recommendations to the Chief Nursing Executive.
  - Promoting a harassment free workplace where there is 'zero tolerance'.
  - Ensuring that all employees are familiar with the employer's harassment policy by identifying educational opportunities, including the orientation period for new employees.
  - Identifying supports and solutions to assist employees to deal with harassment and discrimination issues (i.e., Employee assistance Programs, staff supports).
  - Development of processes to address the accommodations/modified work needs for nurses.
  - Development of assertiveness training programs.

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

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

3.06 Whistle Blowing 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 patient advocacy.

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

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

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

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

#### **ARTICLE 5 – UNION SECURITY**

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

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

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

- 5.02 Such dues shall be deducted monthly and in the case of newly employed 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, Local Finance of the Union shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deduction as specified in the Dues Notification Letter. In the case of any changes to the local dues' levies, notification will be made by the local treasurer and such notification shall be the Hospital's conclusive authority to make the deduction specified.
- 5.04 In consideration of the deducting and forwarding of Union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.
- 5.05 The amounts so deducted shall be remitted monthly to the Vice-President, Local Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Hospital

shall provide a list of nurses from whom deductions were made, their work site (if the bargaining unit covers more than one site), and the nurses' social insurance numbers, amount of dues deducted and, where feasible, the Hospital shall also provide the professional designation, job classification, and status of the nurses. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month, returns from leaves of absence. A copy of this list will be sent concurrently to the local Union. The Hospital shall provide the information currently provided, in an electronic format.

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

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

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

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

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

## **ARTICLE 6 – REPRESENTATION AND COMMITTEES**

### 6.01 Meetings

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

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



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

## 6.02

Union Representatives & Grievance Committee

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

## 6.03

Hospital-Association Committee

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

unless agreed to the contrary. Copies of the record shall be provided to Committee members.

- (c) The purpose of the Committee includes:
- i) Promoting and providing effective and meaningful communication of information and ideas, including but not limited to workload measurement tools and the promotion of best practices. Such communication may include discussion of nursing workload measurement and patient acuity systems. The Hospital will provide, upon request, information on workload measurement systems applicable to nursing currently used by the Hospital, and evaluations completed by the Hospital of such systems.
  - ii) Reviewing professional responsibility complaints with a view to identifying trends and sharing organizational successes and solutions, making joint recommendations on matters of concern including the quality and quantity of nursing care and discussing the development and implementation of quality initiatives.
  - iii) Making joint recommendations to the Chief Nursing Executive; on matters of concern regarding recurring workload issues including the development of staffing guidelines, the use of agency nurses and use of overtime.
  - iv) Dealing with complaints referred to it in accordance with the provisions of Article 8, Professional Responsibility.
  - v) Discussing and reviewing matters relating to orientation and in-service programs.
  - vi) Promote the creation of full-time positions for nurses and discuss the effect of such changes on the employment status of the nurses.  
  
This may include the impact, if any, on part-time and full-time, job sharing and retention and recruitment.
- (d) The Hospital agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.
- (e) Where a Committee representative designated by the Union attends Committee meetings outside of their regularly scheduled hours, they will be paid for all time spent in attendance at such meetings at their regular straight time hourly rate of pay. Such payment shall be limited to two (2) Committee representatives per meeting.

6.04 (a) Negotiating Committee

The Hospital agrees to recognize a Negotiating Committee comprised of representatives of the Union for the purpose of negotiating a renewal agreement. The total number of nurses on the Negotiating Committee is set out in the Appendix of Local Provisions, included in this number shall be the Bargaining Unit President. The Hospital agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Hospital for a renewal agreement up to, but not including arbitration.

(b) Central Negotiating Team

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

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

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

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

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

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

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

For any unpaid leave of absence under this provision, a part-time nurse's salary and percentage in lieu of fringe benefits shall be

maintained by the Hospital, and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary and percentage in lieu of fringe benefits.

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

#### 6.05 Occupational Health & Safety

- (a) It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*, making particular reference to the following:
- The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act*, s. 25 (2) (h)].
  - When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing readily accessible personal protective equipment that reduces risk and protects employees.
  - Hospitals will ensure adequate stocks of the N95 respirator or equivalent or better (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 that there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Hospital.
  - When the employer receives written recommendations from a health and safety representative, that employer shall respond in writing within twenty-one days, [*Occupational Health and Safety Act*, s. 9 (20)].
  - The employer's response shall contain a timetable for implementing the recommendations the employer agrees with and give reasons why the employer disagrees with any of the recommendations that the employer does not accept, [*Occupational Health and Safety Act*, s.9 (21)].

- The employer shall ensure that the equipment, materials and protective devices as prescribed are provided, [*Occupational Health and Safety Act*, s. 25 (1) (a)].
  - The employee shall use or wear the equipment, protective devices or clothing that the employer requires to be used or worn, [*Occupational Health and Safety Act*, s. 28 (1) (b)].
  - The employee shall not use or operate any equipment, machine, device or thing or work in a manner that may endanger himself, herself or any other worker, [*Occupational Health and Safety Act*, s. 28 (2) (b)].
  - A worker who is required by his or her employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use, [*O. Reg. 67/93 – Health Care*].
- (b) The local parties will determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:
- Violence in the Workplace (include Verbal Abuse).
  - In particular, the local parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:
    - i) Electronic and visual flagging.
    - ii) Properly trained security who can de-escalate, immobilize and detain/restrain.
    - iii) Appropriate personal alarms.
    - iv) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and workflow and individual client assessments.
    - v) Training in de-escalation, “break-free” and safe immobilization/detainment/restraint.
  - Musculoskeletal Injury Prevention.

- Needle Stick and other sharps Injury Prevention.
  - Nurses who regularly work alone or who are isolated in the workplace.
  - Wellness initiatives.
- (c) It is understood that communication on issues of mutual concern should occur between the Joint Health and Safety Committee, Infection Control, Risk Management and Emergency Planning.
- (d) In the event there are reasonable indications of the emergence of a pandemic any nurse working at more than one health care facility will, upon the request of the hospital, provide information of such employment to the hospital. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.
- (e) Joint Health and Safety Committee:
- i) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees from each Hospital site.  
  
Hospitals will choose either to include a representative from the bargaining unit from each Hospital site, or to have a separate Joint Health and Safety Committee at each Hospital site, unless the parties agree otherwise.
  - ii) Such Committee shall identify potential dangers and hazards; institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
  - iii) The Hospital agrees to cooperate in providing necessary information and management support to enable the Committee to fulfil its functions. In addition, the Hospital will provide the Committee with access to the Hospital's pandemic plan and related risk assessment, all accident reports, health and safety records, notifications of exposure to an infectious or contagious disease, and any other pertinent information in its possession. The Hospital will also provide the Committee with reports on fit testing compliance annually and personal protective equipment inventory on a quarterly basis. The Committee shall respect the confidentiality of the information.
  - iv) Meetings shall be held every second month or more frequently at the call of the co-Chairs, if required. The

Committee shall maintain minutes of all meetings and make the same available for review. Copies shall be sent to the Committee members within a reasonable period of time following the meeting. The Joint Health and Safety Committee will determine the appropriate mechanism to communicate the minutes of the proceedings of the Committee to the organization.

- v) Any representative appointed or selected in accordance with (e) (i) hereof, shall serve for a term of at least two (2) calendar years from the date of appointment. Time off for representatives to perform these duties shall be granted.

“A member of a committee is entitled to:

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

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

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

feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.

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



- 3) Any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this *Act* or the regulations and such contravention is likely to endanger himself, herself or another worker", ref: *Occupational Health and Safety Act*, Sec. 43 (3).
- 4) "Workplace violence" means:
  - (a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker.
  - (b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker.
  - (c) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.
- C) A refusal to work or do particular work as outlined in Article 6.05 (e) (xi) (B) shall not be considered a contravention of Article 4.01.

NOTE 1: Issues relating to chairing of meetings and responsibility for the taking of minutes should be discussed locally with the Hospital and the other Unions representing employees of the Hospital.

NOTE 2: Workplace harassment means:

- (a) Engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or

Workplace sexual harassment:

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

benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

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

- 6.06 The Union may hold meetings on Hospital premises providing permission has been first obtained from the Hospital.
- 6.07 The Union shall keep the Hospital notified in writing of the names of the union representatives and/or Committee members and Officers of the Local Union appointed or selected under this Article as well as the effective date of their respective appointments.
- 6.08 All reference to union representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Local Union.
- The Local Union will advise the Hospital in writing of the name of the contact person(s) for the Local Union for all purposes under the Collective Agreement.
- 6.09 The Hospital agrees to give representatives of the Ontario Nurses' Association access to the premises of the Hospital for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator. Such representatives shall have access to the premises only with the approval of the Administrator which will not be unreasonably withheld except where the Bargaining Unit President position is vacant or in the event that the Bargaining Unit President is subject to discipline, in which case only prior notice is required.
- 6.10 Where a nurse makes prior arrangements for time off from a tour of duty, the nurse shall not be scheduled to work another tour that day.
- 6.11 Nurses who are members of committees pursuant to Regulation 965 of the *Public Hospitals Act* will suffer no loss of earnings for time spent during regular working hours for attending committee meetings.
- Where a nurse attends a committee meeting outside of regularly scheduled hours, they will be paid for all hours spent in attendance at meetings at their regular straight time hourly rate.
- Part-time nurses will be credited with seniority and service for all such hours paid as provided above while in attendance at such committee meetings.
- 6.12 Where there is a Nursing Practice Council, or equivalent, whose membership includes bargaining unit members, the Hospital, in consultation with the local union, will develop a transparent process to seek and establish membership in the Council for such nurses who are bargaining unit members.

- 6.13 The Hospital will discuss government initiatives with the Union that impact on the bargaining unit.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

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

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

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

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

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

### **Step No. 1**

The nurse may submit a written grievance, through the Union, signed by the nurse, to the Chief Nursing Executive; or designate. The grievance shall be on a form referred to in Article 7.09 and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The Chief Nursing Executive or designate will deliver their decision in writing within nine (9) calendar days following the day on which the grievance was presented to them. Failing settlement, then:

## Step No. 2

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

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

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

7.06 (a) Probationary Release

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

- i) Reasons which are arbitrary, discriminatory or in bad faith.
- ii) Exercising a right under this Agreement.

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

A claim by a probationary nurse that they have been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve, if a written statement of such grievance is lodged by the nurse with the Hospital at Step 2 within seven (7) days after

the date the release is effective. Such grievance shall be treated as a special grievance as set out below.

(b) Discipline/Discharge/Suspension

The Hospital agrees to provide written reasons within seven (7) calendar days to the affected 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 their probationary period, without just cause.

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

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

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

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

7.08 It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance

procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the nurses.

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

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

- (a) Selection decisions on job vacancies;
- (b) Premiums;
- (c) Scheduling issues;
- (d) Article 19 – Compensation issues;
- (e) Entitlement to leaves, including vacation;
- (f) Discipline up to, but not including discharge;
- (g) Short term layoffs;
- (h) Dues issues;
- (i) Any other issues agreed by the parties.

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

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

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

- 7.11 For all other grievances, including those grievances dealing with nursing practice issues and those agreed to be central rights issues, the matter shall be determined by a three (3) person Board of Arbitration, unless the parties agree to proceed under Article 7.10. The party requesting arbitration shall, at the time of notification of its decision to submit the difference or allegation to arbitration shall name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee. However, if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application by the party invoking the arbitration procedure. The two (2) nominees, or the parties, if they have agreed not to utilize nominees shall attempt to select by agreement a chair of the arbitration board. If they are unable to agree upon such a chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chair. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

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

- 7.12 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.13 The Arbitration Board/sole Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.14 The proceedings of the Arbitration Board/sole Arbitrator will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chair will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 7.15 Each of the parties hereto will bear the expense of any nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chair of the Arbitration Board or sole Arbitrator.
- 7.16 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of the *Labour Relations Act*.

## **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. This provision is intended to appropriately address employee concerns relative to their workload issues in the context of their professional responsibility. In particular, the parties encourage nurses to raise any issues that negatively impact their workload or patient care, including but not limited to:

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

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

- (a)
  - i) At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.
  - ii) If necessary, using established lines of communication as identified by the hospital, seek immediate assistance from an individual(s) (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
  - iii) Failing resolution of the workload issue at the time of occurrence or if the issue is ongoing the nurse(s) will discuss the issue with their Manager or designate on the next day that the Manager (or designate) and the nurse are both working or within ten (10) calendar days whichever is sooner.

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

- iv) 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 ten (10) calendar days of receipt of the form with a copy to the Bargaining Unit President, Chief Nursing Executive, and the Senior Clinical Leader (if applicable).



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

- v) 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.
- vi) Failing resolution at the unit level, submit the *ONA/Hospital Professional Responsibility Workload Report Form* to the Hospital-Association Committee within twenty (20) calendar days from the date of the Manager's response or when they ought to have responded under (iv) above.
- vii) The Chair of the Hospital-Association Committee shall convene a meeting of the Hospital-Association Committee within fifteen (15) calendar days of the filing of the *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) using the Workload/Professional Responsibility Review Tool to develop joint recommendations (Appendix 9).
- viii) Any settlement arrived at under Article 8.01 (a) iii) v), or vi) shall be signed by the parties.
- ix) Failing resolution of the issues through the development of joint recommendations within fifteen (15) calendar days of the meeting of the Hospital Association Committee the issue shall be forwarded to an Independent Assessment Committee.
- x) Failing development of joint recommendation(s) and prior to the issue(s) being forwarded to the Independent Assessment Committee, the Union will forward a written report outlining the issue(s) and recommendations to the Chief Nursing Executive.
- xi) 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.

(Article 8.01 (a), (x), (xiii) and (xiv) and 8.01 (b) applies to nurses only)

- xii) The Independent Assessment Committee is 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 thirty (30) 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.

A copy of the Procedural Guidelines contained in Appendix 8 shall be provided to all Chairpersons named in Appendix 2.

- xiii) 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.
  - xiv) 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.
  - xv) Any issue(s) lodged under this provision shall be on the form set out in Appendix 6. Alternately, the local parties may agree to an electronic version of the form and a process for signing.
  - xvi) The Chief Nursing Executive, relevant Clinical Leaders, Bargaining Unit President, and the Hospital-Association Committee, will jointly review the recommendations of the Independent Assessment Committee within thirty (30) calendar days of the release of the IAC recommendations, and develop an implementation plan for mutually agreed changes. Such meeting(s) will be booked prior to leaving the Independent Assessment Committee hearing.
- (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 Ontario Hospital Association and the Ontario Nurses' Association will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of 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 they would not be suitable, 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.

NOTE: It is understood and agreed that the provisions of Article 3 have application to conduct pursuant to this provision.

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

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

- 8.03 The Hospital will notify the nurse when it reports them to the College of Nurses of Ontario and refer them to the Union as a resource.
- 8.04 Should an employee, who is a Health Professional under the *Regulated Health Professions Act*, be required to provide their Regulatory College with proof of liability insurance, the Hospital, upon request from the employee, will provide the employee with a letter outlining the Hospital's liability coverage for Health Professionals in the Hospital's employ.

## **ARTICLE 9 – PROFESSIONAL DEVELOPMENT**

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

parties recognize their joint responsibility in and commitment to active participation in the area of professional development.

## 9.02

Committee

- (a) There shall be a committee to address the planning of professional development initiatives for nurses as described in Article 9.01. This committee shall include representatives of the Hospital, one of whom shall be the Chief Nursing Executive; or designate and another, a Human Resources representative; and of the Union, one of whom shall be the Bargaining Unit President or designate. The number of representatives is set out in the Appendix of Local Provisions. The membership of the Committee may be adjusted by mutual agreement, but at least fifty (50%) percent will be elected by the Union membership. The parties may agree to incorporate other disciplines into the Committee. The Hospital agrees to pay for time spent during regular working hours for representatives of the Union attending such meetings and will provide replacement staff where needed for such absences. Where a nurse is required to attend such meetings outside of their regularly scheduled working hours, the nurse shall be paid for all time spent in attendance at such meetings at either their regular straight time hourly rate of pay or elect to receive lieu time off. Where a nurse elects equivalent time off, such time off must be taken within the period set out in the Appendix of Local Provisions or payment in accordance with the former option shall be made.
- (b) The Committee shall meet every two (2) months unless otherwise agreed. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless otherwise agreed. Copies of the record shall be provided to Committee members.
- (c) The parties agree that the following key principles will provide direction for the committee functioning:
  - i) Professional development will be recognized.
  - ii) All nurses will have equal access to professional development opportunities.
  - iii) Responsibilities for professional development will be shared between the individual and the Hospital.
- (d) The purpose of the committee is to assist the Hospital in promoting a practice environment that supports continuous learning and enhances opportunities for career development through:

- i) Reviewing annually the organization's strategic directions and priorities which impact on nursing competencies including the budget and expenditures related to nursing education. Through the Chief Nursing Executive, provide recommendations with respect to professional development initiatives in the development of the Hospital Operating Plan.
- ii) Reviewing the demographics of the nursing complement.
- iii) Developing guidelines for the development, implementation and evaluation of professional development initiatives.
- iv) Developing means to promote equal access to professional development opportunities including, but not limited to programs (such as conferences, seminars and workshops), funding, scheduling, leaves, mentoring roles and preceptorship.
- v) Reviewing and making recommendations regarding professional development initiatives, including but not limited to mentorship and internship.
- vi) Reviewing and making recommendations regarding the existing nursing continuing education programs; and on the use of technology to enhance access.
- vii) Developing and implementing an ongoing communication plan to advise nurses about the work of this committee and what opportunities are available for continuous learning.

### 9.03 Orientation and In-Service Program

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

9.04 Before assigning a nurse to be in charge of a unit, the nurse will receive orientation to the role of the charge nurse on that unit. It is understood that such nurse may be assigned to any tour as part of the nurse's orientation program, providing such assignment is in accordance with any scheduling regulations or objectives contained in the Appendix of Local Provisions which forms part of this Collective Agreement.

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

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

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

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

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

9.08 (a) Student Supervision

Nurses may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of Ontario Professional Standards. Nurses will be informed in writing of their responsibilities in relation to these students and will be provided with what the Hospital determines to be appropriate training. Any information that is provided to the Hospital by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students. Upon request, the Hospital will review the nurse's workload with the nurse and the student to facilitate successful completion of the assignment.

Where a nurse is assigned nursing student supervision duties, the Hospital will pay the nurse a premium of sixty cents (\$0.60) per hour for all hours spent supervising nursing students. This article will not apply to job classifications that are paid above the Registered Nurse Classification rates set out in Article 19.01 (a) where the higher rate of pay is, in part, based on nursing student supervision duties.

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

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

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

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

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

NOTE: See Appendix 7, Letter of Understanding re Mentorship Guidelines.

## 9.09 Internships

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

Internships are designed to develop the Hospital's staff in order to fill positions for which there are currently no qualified internal candidates and/or for which shortages are predicted within a five (5) year period. Internships enable hospitals to maximize the use of qualified internal staff

to meet their human resources needs, while at the same time providing career development opportunities for their employees.

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

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

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

The Hospital 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 then be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 10.08 will apply.



9.11 Where computers and/or new computer technology (e.g., computer charting) are introduced into the workplace that nurses are required to utilize in the course of their duties, the Hospital agrees that necessary training will be provided at no cost to the nurses involved, in accordance with Article 9.07.

9.12 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 their views to such evaluation prior to it being placed in their file. It is understood that such evaluations do not constitute disciplinary action by the Hospital against the nurse.

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

Notwithstanding Article 9.13, upon review of the file, should the nurse believe that any coaching/counselling letter is no longer applicable, they may request that such documentation be removed. Such request shall not be unreasonably denied.

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

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

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

The above referenced Peer Feedback is confidential information which the nurse is expected to obtain by requesting feedback from peer(s) of their choice, for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College of Nurses of Ontario. The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program. For further clarity, the above referenced Peer Feedback will not be used as a performance evaluation under Article 9.12.

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

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

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

Note: Where exams are available online, this provision will interpret online as “writing the exam”.

- 9.16 The Hospital will meet with the Union to discuss any remediation or continuing education required by the College of Nurses of Ontario (CNO) to re-establish eligibility for clinical practice following a nurse’s return from an approved absence.
- 9.17 To support succession planning and retention, the local parties will discuss mid-career opportunities for nurses to receive training/education.
- 9.18 Within fourteen (14) days of receipt of a written request from a nurse during or within twelve (12) months of the end of employment, the Hospital will provide the nurse with a letter detailing their employment dates, length of service (including total hours worked, available as of the date of the request) and experience at the Hospital.

## **ARTICLE 10 – SENIORITY**

### **10.01 Probationary Period**

- (a) i) Newly hired nurses shall be considered to be on probation for a period of seventy (70) tours worked from date of last hire (525 hours of work for nurses whose regular hours of work are other than the standard workday). If retained after the probationary period, the full-time nurse shall be credited with seniority from date of last hire and the part-time nurse shall be credited with seniority for the seventy (70) tours (525 hours) worked. With the written consent of the Hospital, the probationary nurse and the Bargaining Unit President of the Local Union or designate, such probationary period may be extended. Where the Hospital requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours) worked and, where requested, the Hospital will advise the nurse and the Union 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) 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 their 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 workday) during the nine months immediately preceding the transfer shall be credited towards the probationary period.
- (c) A nurse who transfers from casual part-time or full-time to regular part-time status shall not be required to serve a probationary period where such nurse has previously completed one since their 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 workday) during the nine (9) months immediately preceding the transfer shall be credited towards the probationary period.

## 10.02

### Seniority Lists

- (a) A seniority list shall be established for all full-time 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 10.07 only. Seniority on such lists will be expressed in terms of total hours worked, and shall be established on the following basis:
  - i) At hospitals where casual nurses had seniority under the provisions of a Collective Agreement prior to October 23, 1981, such seniority shall continue with accumulation of hours worked since October 23, 1981.
  - ii) At hospitals where there was no such seniority, the seniority list in 10.02 (c) shall show accumulation of hours worked since October 23, 1981.

Articles 10.02 (c) (i) and (ii) apply to nurses only.

- iii) Subsequently certified Hospitals shall establish dates for the commencement of the accumulation of seniority by local negotiations in accordance with the terms of the Memorandum of Conditions for Joint Bargaining.
- (d) A copy of the current seniority list will be filed with the Bargaining Unit President of the Local Union, or designate, on request but not more frequently than once every six (6) months at a time to be mutually determined. At the same time, a copy of the seniority list shall also be posted and made available to the nurses on each unit, in a manner and location determined by the local parties. Where available, Hospitals will include the nurses' work unit on the seniority list.

#### 10.03 Retention/Transfer of Service and Seniority

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

#### 10.04 Effect of Absence (Full-time)

(Article 10.04 and Note 1 following Article 10.04 apply to full-time nurses only; Note 2 provides that the accrual of seniority and service on pregnancy and parental leave also applies to part-time nurses; Note 3 provides that the clause (including the notes) must be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*).

If a nurse's absence without pay from the Hospital including absences under Article 11, Leaves of Absence, exceeds thirty (30) continuous calendar days the nurse will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the nurse will become responsible for full payment of any subsidized employee benefits in which they are entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a nurse may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing

coverage. In circumstances where a full-time nurse is on an unpaid leave of absence in excess of thirty (30) calendar days and voluntarily works occasional tour(s) during the leave period, the nurse shall be deemed to have continued on unpaid leave.

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

Notwithstanding this provision, seniority and service will accrue and the Hospital will continue to pay the premiums for benefit plans for nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave under Article 11.07 and for a period of up to sixty-one (61) weeks while a nurse is on parental leave under Article 11.08. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to sixty-three (63) weeks while such nurse is on a parental leave under Article 11.08.

NOTE 1: Nurses presently enjoying the accumulation of seniority for greater periods shall continue to receive such seniority benefits while employed by the Hospital.

NOTE 2: The accrual of seniority and service for nurses on pregnancy and parental leave applies to both full-time and part-time nurses.

NOTE 3: This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*.

#### 10.05 Effect of Absence (Part-time)

Seniority for part-time nurses shall accrue for absences due to a disability resulting in WSIB benefits, or illness or injury in excess of thirty (30) consecutive calendar days. The rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the nurse is not absent due to vacation, pregnancy-parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

#### 10.06 Deemed Termination

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

- (a) Leaves of their own accord.
- (b) Is discharged and the discharge is not reversed through the grievance or arbitration procedure.

- (c) Has been laid off for thirty-six (36) calendar months.
- (d) Refuses to continue to work or return to work during an emergency which seriously affects the Hospital's ability to provide adequate patient care unless a satisfactory reason is given to the Hospital.
- (e) Is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a satisfactory reason to the Hospital.
- (f) Fails to return to work (subject to the provisions of 10.06 (e)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted.
- (g) Fails upon being notified of a recall to signify their intention to return within twenty (20) calendar days after they have received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within thirty (30) calendar days after they have received the notice of recall, or such further period of time as may be agreed upon by the parties.

## 10.07

Job Posting

- (a)
  - i) Where a permanent full-time vacancy occurs in a classification within the bargaining unit or a new full-time position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses in this bargaining unit and nurses in another ONA bargaining unit at the Hospital, if any, may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days. Where a vacancy under this provision has remained unfilled for a period of six (6) months from the date of the initial posting, and the employer still requires the position to be filled, it will be reposted as noted above.
  - ii) Where a permanent regular part-time vacancy occurs in a classification within the bargaining unit or a new regular part-time position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses in this bargaining unit and nurses in another ONA bargaining unit at the Hospital, if any, may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days. Where a

vacancy under this provision has remained unfilled for a period of six (6) months from the date of the initial posting, and the employer still requires the position to be filled, it will be reposted as noted above.

- iii) Absent exceptional circumstances, the hospital will endeavour to move nurses who have been selected for positions in accordance with Article 10.07 (c) and (d) into their positions within forty-five (45) days of their selection to the positions.
- iv) The job posting provisions take precedence over any recall rights that employees may have under this Agreement, unless otherwise provided herein.

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

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

Unsuccessful applicants will be notified. The local parties will ensure that there is a means of notifying the unsuccessful applicants in a timely manner.

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

- (c) Nurses shall be selected for positions under either Article 10.07 (a) or (b) on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where seniority governs, the most senior applicant, regardless of their ONA bargaining unit, will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that they cannot satisfactorily perform the job to which they were promoted or

transferred, the Hospital will attempt, during the first sixty (60) tours (450 hours for nurses whose regular hours of work are other than the standard work day) worked from the date on which the nurse was first assigned to the vacancy, to return the nurse to their 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. Where the nurse is returned to their former position within thirty (30) tours, the hospital will select an applicant, in accordance with this provision, from the previous posting to fill the position. Where there were no qualified applicants, the position will be reposted in accordance with Article 10.07 (a). Notwithstanding the level of entry to practice (baccalaureate degree in nursing) which became effective in 2005, the Hospital will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

- (d) i) Vacancies which are not expected to exceed sixty (60) calendar days (including vacancies caused due to illness, accident, leaves of absence [including pregnancy and parental]) may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to regular part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question. If the temporary vacancy is not filled by a regular part-time nurse, consideration will be given to casual part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question, prior to utilizing non-bargaining unit nurses supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time nurses fill temporary full-time vacancies, such nurses shall be considered regular part-time and shall be covered by the terms of the part-time Collective Agreement. Upon completion of the temporary vacancy, such nurse shall be reinstated to their former position unless the position has been discontinued, in which case the nurse shall be given a comparable job. Where the Local parties agree, full-time nurses may be considered for temporary full-time vacancies on the same basis as regular part-time nurses. A list of all vacancies expected to be sixty (60) days or more that were filled in the preceding month under this provision, including the names of the nurses selected and the anticipated duration of the vacancy, will be provided to the Union.
- ii) Vacancies due to illness, accident, leaves of absence (including pregnancy and parental) which are expected to



exceed sixty (60) calendar days will be posted in accordance with Article 10.07 (a).

(e) Specific Time-Limited Temporary Positions

Specific time-limited temporary positions which are expected to exceed a term of sixty (60) calendar days but no greater than six (6) months will be posted in accordance with Article 10.07 (a). This term may be extended a further six (6) months by mutual agreement of the local parties. Where a nurse is transferred under this Article, their vacated position shall be posted in accordance with Article 10.07 (a).

Upon completion of such temporary position, the nurse will be reinstated to their former position.

Should such position continue beyond the expected term, it shall be considered to be a permanent bargaining unit position and posted as such at that time.

- (f) The Hospital shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the nurse selected to fill the vacancy to be assigned to the job.
- (g) A nurse selected as a result of a posted vacancy or a Request for Transfer need not be considered for a further vacancy for a period of up to nine (9) months or for the initial duration of the vacancy to which the nurse was transferred, whichever is shorter, from the date of their transfer to the vacant position. This does not apply to nurses applying for vacancies or requesting a transfer to full-time or regular part-time positions posted in accordance with Article 10.07 that are on their unit, or nurses who posted or transferred as a result of a layoff, or nurses filling temporary vacancies applying for permanent positions.
- (h) Where nurses are reassigned to meet patient care needs at the hospital, they will be reassigned to units or areas where they are qualified to perform the available work.

10.08 Layoff – Definition and Notice

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

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

A partial or single shift reassignment of a nurse from their area of assignment will not be considered a layoff. The parties agree that the

manner in which such reassignments are made will be determined by local negotiations.

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

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

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

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

In the event of the elimination of a vacant position or in circumstances where the Hospital decides not to fill a vacated

position, the Union will be provided with notice at the time the decision is made.

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

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

#### 10.09 Layoff – Process and Options

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

Prior to implementing a short-term layoff on a unit, nurses will first be offered, in order of seniority, the opportunity to take vacation day(s), utilize any compensating/lieu time credits or to take unpaid leaves in order to minimize the impact of a short-term layoff.

- i) A nurse who has been notified of a short-term layoff may:
  - (A) Accept the layoff; or
  - (B) Opt to retire if eligible under the terms of the Hospital's pension plan as outlined in Article 17.04; or
  - (C) Elect to transfer to a vacant position, provided they are qualified to perform the available work; or
  - (D) Displace the least senior nurse in the bargaining unit whose work they are qualified to perform.
- ii) A nurse who has been notified of a long-term layoff may:
  - (A) Accept the layoff; or
  - (B) Opt to retire if eligible under the terms of the Hospital's pension plan as outlined in Article 17.04; or

- (C) Elect to transfer to a vacant position provided that they are qualified to perform the available work; or
  - (D) Displace another nurse in any classification who has lesser bargaining unit seniority and who is the least senior nurse on a unit or area whose work the nurse subject to layoff is qualified to perform.
- iii) In all cases of layoff:
- (A) Any agreement between the Hospital and the Union concerning the method of implementation of a layoff shall take precedence over the terms of this article. While an individual nurse is entitled to Union representation, the unavailability of a representative of the Union shall not delay any meeting regarding layoffs or staff reductions.
  - (B) Where a vacancy occurs in a position following a layoff hereunder as a result of which a nurse has been transferred to another position, the affected nurse will be offered the opportunity to return to their former position providing such vacancy occurs within six (6) months of the date of layoff. Where the nurse returns to their former position there shall be no obligation to consider the vacancy under Article 10.07. Where the nurse refuses the opportunity to return to their former position the nurse shall advise the Hospital in writing.
  - (C) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.
  - (D) All regular part-time and full-time nurses represented by the Union who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new nurse is hired into either category.
  - (E) Full-time and part-time layoff and recall rights shall be separate.
  - (F) Casual part-time nurses shall not be utilized while full-time or regular part-time nurses remain on layoff, unless the provisions of Article 10.10 have been complied with or unless the matter is covered by local scheduling.

- (G) No new nurses shall be hired until all those nurses who retain the right to be recalled have been given an opportunity to return to work.
  - (H) In this Article (10.09), a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.
  - (I) The option to "accept a layoff" as provided in this Article includes the right of an employee to absent themselves from the workplace.
- (c) i) Where there are vacant positions available under Article 10, but the nurse is not qualified to perform the available work, and if such nurse is not able to displace another nurse under Article 10, the nurse will be provided with the necessary training up to sixteen (16) weeks' training to enable the nurse to become qualified for one of the vacant positions. In determining the position for which training will be provided the Hospital shall take account of the nurse's stated preference.
- ii) When nurses would otherwise be recalled pursuant to Article 10 but none of the nurses on the recall list are qualified to perform the available work the Hospital will provide necessary training up to sixteen (16) weeks to nurses, in order of seniority, to enable them to become qualified to perform the available work.
- iii) Where a nurse receives training under this provision, they need not be considered for any further vacancies for a period of six (6) months from the date they are placed in the position.

#### 10.10 Recall from Layoff

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

- (a) Full-time and regular part-time nurses on layoff may notify the Hospital of their interest in accepting occasional vacancies and/or temporary vacancies which may arise and for which they are qualified. Such notification of interest shall state any restrictions on the type of assignment which a nurse is willing to accept and shall remain valid for six weeks. However, if a nurse declines an occasional or temporary vacancy the Hospital shall not be obliged to call upon the nurse again during the balance of such six-week period.

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

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

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

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

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

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

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

#### 10.11 Transfer Outside of the Bargaining Unit

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

A nurse who is transferred to a position outside of the bargaining unit for a period of more than three (3) months, but not more than one (1) year, or in the case of pregnancy or parental leave up to eighteen (18) months shall retain, but not accumulate, their seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, they shall be credited with seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit.

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

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

- (b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, or in the case of pregnancy or parental leave up to eighteen (18) months, they will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of their return to the bargaining unit.
- (c) It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Hospital agrees that it will not make work assignments that violate the purpose and intent of this provision. The Hospital will advise the local Union of the names of any nurses performing the duties of positions outside of the bargaining unit pursuant to Articles 10.11 and/or 19.04 (b), the date the assignment commenced, the area of assignment and the duration of such assignments.

- (e) A nurse who accepts a transfer under Article 10.11 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

## 10.12

Work of the Bargaining Unit/Agency Nurses

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

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

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

- (b) The Hospital shall not contract out the work of a bargaining unit nurse if, as a result of such contracting out, any bargaining unit nurse other than a casual part-time nurse is laid off, displaced or loses hours of work or pay. Prior to contracting out any available work, the Hospital will first offer the work on the basis of seniority to regular part-time nurses in the bargaining unit. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry nurses for single shift coverage of vacancies due to illness or leaves of absence.
- (c) It is agreed that ad hoc usage of agency nurses (RN) will not exceed the lesser of 1.5% of the total bargaining unit hours or the Hospital's actual usage for 2005-2006 base fiscal year. The Hospital will make ongoing best efforts to reduce any use of agency nurses. Any use of Agency nurses beyond 1.5% in a fiscal year will result in a payment to the Union of 62 cents per hour of agency use above 1.5% to be determined annually at the end of each fiscal year.

For clarity: The use of agency nurses is limited to *ad hoc* single shift coverage of vacancies due to illness or leaves of absence. Any other usage of agency nurses requires the Union's written consent.



### 10.13 Integrations/Rationalization

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

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

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

- (a) The Hospital shall notify affected nurses and the Union as soon as a formal decision to rationalize or integrate is taken.
- (b) The Hospital shall provide the Union with pertinent financial and staffing information and a copy of any reorganization plans which impact on the bargaining unit relating to the rationalization or integration of services.
- (c) The Hospital and the Union shall begin discussions concerning the specifics of the rationalization or integration forthwith after a decision to rationalize or integrate is taken.
- (d) As soon as possible in the course of developing a plan for the implementation of the rationalization or integration, the Hospital shall notify affected nurses and the Union of the projected staffing needs, and their location, which are anticipated to result; notice to affected nurses and the Union shall include the estimated number and types of positions anticipated to be available, and their location, as the result of the rationalization or integration.
- (e) If services in the Hospital are to be reduced, transferred or eliminated as the result of rationalization or integration, or if the employment of nurses is otherwise to be affected, the Hospital shall prepare a list of the affected nurses in order of seniority by jobs for which it considers such nurses are eligible. This list will be updated to reflect any changes due to employees leaving or entering the unit.
- (f) If a rationalization or integration is anticipated to result in a loss of employment for nurses at another service provider by reason of the establishment of a new unit or the enlargement or extension of services at the hospital:

- i) In the period before an integration or rationalization takes place, where a permanent vacancy occurs and has not been filled after Article 10.07 has been complied with, the vacancy shall be filled by the senior qualified employee of the other service provider who wishes to make an early transfer. A nurse taking such a position shall be treated as a transferring employee and not as a new hire.
  - ii) When the integration or rationalization takes place, and when nurses formerly employed by the other service provider or providers involved are transferred to the Hospital, such nurses shall maintain their seniority dates and shall be placed on seniority lists at the Hospital accordingly. Thereafter they shall exercise seniority rights in accordance with this agreement. Following implementation of the rationalization or integration, no nurse who has been transferred to the Hospital shall suffer a reduction in wages. If the wage grid in effect at the Hospital does not correspond to the grid in effect at the service provider at which such nurses were formerly employed, nurses whose wages were not identical to a wage step on the Hospital's grid shall be moved to the next higher step. Where the transferring nurse's salary exceeds the range maximum, the nurse's salary will be maintained.
  - iii) Nurses who have been transferred to the Hospital shall be subject to the benefit plans of the Hospital in the manner provided under the Collective Agreement. The retention, modification or abandonment of superior conditions and the provisions of sick leave plans, to which nurses who have been transferred to the Hospital were formerly subject, shall be negotiated between the Union and the Hospital. Nurses who have been transferred to the Hospital shall retain their former level of vacation entitlement or shall be entitled to the level provided by this agreement, whichever is the greater.
  - iv) Hours of work shall be those of the Hospital.
  - v) A nurse who has been transferred to the Hospital and who has not completed their probationary period at the service provider where they were formerly employed shall receive credit for their service during such probationary period and shall complete the balance of the probationary period required by this agreement. No new probationary period shall be served by a nurse who has been transferred to the Hospital.
- (g) If an integration or rationalization is anticipated to result in the creation of employment for nurses at another service provider by reason of the establishment of a new unit or the enlargement, transfer or extension of services at that service provider:

- i) Notice of positions at the other service provider shall be posted at the hospital for a period of seven (7) consecutive calendar days. Nurses in this bargaining unit and nurses in other ONA bargaining units at the Hospital, if any, may make written application for such vacancy within the seven (7) day period referred to herein.
- ii) Nurses shall be selected for positions on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where seniority governs, the most senior applicant, regardless of their ONA bargaining unit, will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that they cannot satisfactorily perform the job to which they were promoted or transferred, the Hospital will attempt, during the first sixty (60) tours (450 hours for nurses whose regular hours of work are other than the standard work day) worked from the date on which the nurse was first assigned to the vacancy, to return the nurse to their former job, and the filling of the subsequent vacancies will likewise be reversed.

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

#### 10.14 Human Resource Plans, Retirement and Separation Allowances

- (a) Local Human Resource Plans will apply to Health Services Restructuring Commission directives and integrations, provided that in the case of integrations, this Article will apply only to a hospital which is also bound by this Collective Agreement as well as the Local Human Resources Plan. In other circumstances, the balance of this Article will apply.
- (b) Before issuing notice of long-term layoff pursuant to Article 10.08 (e) (ii), and following notice pursuant to Article 10.08 (e) (i), the Hospital will make offers of retirement allowance in accordance with the following conditions:
  - i) The Hospital will first make offers in order of seniority on the unit(s) and within the classification where layoffs would otherwise occur.
  - ii) The Hospital will make offers to nurses eligible for retirement under the Hospital pension plan (including regular part-time,

if applicable, whether or not they participate in the hospital pension plan).

- iii) The number of retirements the Hospital approves will not exceed the number of nurses who would otherwise be laid off.

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

For a regular part-time nurse, the retirement allowance will be based on the nurse's normal weekly hours. The normal weekly hours shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

- iv) If a nurse(s) on the unit referred to in paragraph (i) does not accept the offer, the Hospital will then extend the offer, in order of seniority, to eligible nurses in the same classification in the unit where a nurse who has been notified of a long-term layoff elects to displace in accordance with Article 10.09 (b) ii) (D) and one subsequent displacement. The Hospital is not required to offer retirement allowances in accordance with this provision on any subsequent displacements i.e., the offer shall follow the displaced nurse, to a maximum of two displacements.

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

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

educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

10.15 Labour Adjustment Service Provider

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

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

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

10.16 Information Reported to the Union

- (a) A copy of all job postings will be provided to the local Union at the time of posting.
- (b)
  - i) A list of vacancies filled in the preceding month under Articles 10.07 (a) and (b), and the names of the successful applicants, will be posted, with a copy provided to the Union.
  - ii) The Hospital will provide the Union with a list of unfilled previously posted vacancies on a monthly basis in an electronic format. The Union will also be advised of any posted positions that have been rescinded by the Hospital in the preceding month.
- (c) A list of all vacancies expected to be sixty (60) days or more that were filled in the preceding month as per 10.07 (d), including the names of the nurses selected and the anticipated duration of the vacancy, will be provided to the Union.
- (d) In order for the Union to be able to monitor the extent of work assignment between RNs and RPNs in the Hospital, the Hospital will provide the Union's Labour Relations Officer and Bargaining Unit President with semi-annual reports (by March 31 and September 30 each year), in an electronic format, by bargaining unit, site and by nursing unit, of the following:
  - i) The number of part-time and full-time RN bargaining unit hours worked.
  - ii) The number of part-time and full-time RPN bargaining unit hours worked.

- (e) The Hospital will provide the Union, on a quarterly basis, with satisfactory reporting respecting the use of agency nurses and the percentage that use represent of total bargaining unit hours worked (RN). The Union may, at its expense arrange for an audit of the information provided and the employer will cooperate in that audit process.
- (f) Details of the reporting requirements under (b) ii), (d) and (e) above will be agreed upon by the local parties where applicable.

## **ARTICLE 11 – LEAVES OF ABSENCE**

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

11.02 (a) Leave for Union Business

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

(b) ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Hospital, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 10.04, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to

be an employee of the Ontario Nurses' Association. The employee agrees to notify the Hospital of their intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to their former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

#### 11.03 Leave, Board of Directors

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

#### 11.04 Leave, President, ONA

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

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

#### 11.05 Bereavement Leave

A nurse who notifies the Hospital as soon as possible following a bereavement shall be granted four (4) consecutive working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral, or a memorial service (or equivalent) of a member of their immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse or grandchild. A nurse shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or

equivalent) for their aunt, uncle, niece or nephew. "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. "Immediate family" and "In-laws" as set out above shall include the relatives of "spouses" as defined herein. Where a nurse does not qualify under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay, particularly where extensive travel is required.

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

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

## 11.06

### 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 a hospital, or is required to attend a coroner's inquest in connection with a case arising from the nurse's duties at a hospital, or is required by subpoena to appear as a witness before the College of Nurses of Ontario, the nurse shall not lose service/seniority or regular pay because of such attendance and shall not be required to work the night shift prior to, or on the day of such duty provided that the nurse:
- i) Notifies the Hospital immediately on the nurse's notification that they 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, they 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 their 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.



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

- (b) Where the Hospital requires a nurse to attend any meetings in preparation for a case or legal proceeding 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 their regularly scheduled hours, the nurse shall be paid for all hours spent in such meetings at their regular straight time hourly rate of pay.

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

#### 11.07 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision, which may be up to seventeen (17) weeks.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least four (4) weeks in advance thereof. The nurse shall be reinstated to their former position unless the position has been discontinued in which case, they shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing their probationary period.

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

- (e) The Hospital may request a nurse to commence pregnancy leave at such time as the duties of their position cannot reasonably be

performed by a pregnant woman or the performance or non-performance of their work is materially affected by the pregnancy.

- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Hospital of the nurse's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits and shall continue for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

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

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

#### 11.08 Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article 11.07 is eligible to be granted a parental leave of up to sixty-one (61) weeks' duration, in accordance with the *Employment Standards Act*. Otherwise, a nurse who is eligible for a parental leave may extend the parental leave for a period of up to sixty-three (63) weeks' duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the hospital as far in advance as possible with respect to a prospective adoption

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

- (c) The nurse shall be reinstated to their former position, unless that position has been discontinued, in which case the nurse shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing their probationary period.

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

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

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

The employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the portion of the parental leave for which SUB payments are being made, i.e., 12 weeks, in addition to pension contributions if applicable.

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

NOTE: (Note 1 applies to full-time nurses only)

Provisions in existing Collective Agreements providing for paternity leave shall be continued in effect and added to the above provisions in such Collective Agreements.

#### 11.09 Education Leave

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

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

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

The nurse agrees to notify the immediate manager of the date of the examination as soon as possible after they have become aware of the date of the exam.

- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars to further professional nursing career

development may be granted at the discretion of the Hospital upon written application by the nurse to the Chief Nursing Executive, Supervisor or designate.

- (d) Regular part-time nurses will be credited with seniority and service for all such hours paid for writing examinations, attending courses, workshops or seminars to further career development as provided above.

NOTE: (Note 2 applies to full-time nurses only)

Provisions in existing Collective Agreements providing for time off to study for College of Nurses examinations, to write registration examinations or examinations for courses of study related to employment shall be continued in effect and added to the above provisions in such Collective Agreements.

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

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

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

11.11 Pre-Paid Leave Plan

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

- (a) The plan is available to nurses wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the *Income Tax Regulations*, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Chief Nursing Executive or Supervisor at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of nurses that may be absent at any one time shall be determined by local negotiations. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Union and the Hospital.

- (d) Written applications will be reviewed by the Chief Nursing Executive, Supervisor or designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to them until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Full-time nurses shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Healthcare of Ontario Pension Plan will be in accordance with the Plan. Full-time nurses will not be eligible to participate in the disability income plan during the year of leave.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Chief Nursing Executive or Supervisor. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the nurse within a reasonable period of time.

- (l) The nurse will be reinstated to their former position unless the position has been discontinued, in which case the nurse shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the nurse's pay. Such agreement will include:
  - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 11.11 of the Collective Agreement.
  - ii) The period of salary deferral and the period for which the leave is requested.
  - iii) The manner in which the deferred salary is to be held.

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

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

## 11.12

### Secondments

- (a) A nurse who is seconded from the Hospital to a committee/position involving the Health Sector, the Broader Public Sector, or the Ministry of Health and Long-Term Care (MOHLTC) shall be granted a leave of absence without pay for a period of up to five (5) years. Notwithstanding Article 10.04 there shall be no loss of seniority or service during such leave. Subject to the agreement of the agency to which the nurse is seconded, the nurse's salary and applicable benefits shall be maintained by the Hospital and the Hospital shall be reimbursed for the full cost of salary and applicable benefits by the agency to which the nurse is seconded. The nurse agrees to notify the Hospital of their intention to return to work at least two (2) weeks prior to the date of such return.
- (b) The Hospital shall seek the Union's agreement to establish secondment arrangements. Such agreement shall not be unreasonably denied. The terms and conditions will be established by agreement of the parties.

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

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

- 11.13 (a) Family Medical Leave will be granted in accordance with the *Employment Standards Act* for up to twenty-eight (28) weeks within a fifty-two (52) week period.
- (b) A nurse who is on Family Medical Leave shall continue to accumulate seniority and service and the Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the nurse is participating during the leave.
- (c) Subject to any changes in a nurse's status which would have occurred had they not been on Family Medical Leave, the nurse shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

11.14 Military Leave

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

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

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

(Articles 12.01 to 12.11 apply to full-time nurses only)

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

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



term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

- 12.02 Effective the first of the month following the transfer, all existing sick leave plans in the Participating Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay out of unused sick leave benefits which are specifically dealt with hereinafter.
- 12.03 Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the nurse on the effective date of the transfer to the Plan set out in Article 12.01. The "sick leave bank" shall be utilized to:
- (a) Supplement payment for sick leave days under the new plan which would otherwise be at less than full wages.
  - (b) Where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay out shall be made on the termination of employment, or in the case of death, to the nurse's estate. The parties may agree to voluntarily cash out existing sick leave banks. The amount of the pay-out shall be a cash settlement at the nurse's then current salary rate for any unused sick credits to the maximum provided under the sick leave plan in which the nurse participated as of October 23, 1981.
  - (c) Where, as of the effective date of transfer, an employee does not have the required service to qualify for pay out on termination, their existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and the nurse shall be entitled to the same cash out provisions as set out in paragraph (b) above providing the nurse subsequently achieves the necessary service to qualify for pay out under the conditions of the sick leave plan in which they participated as of October 23, 1981.
  - (d) Where a pay-out provision existed under the former sick leave plan in the Collective Agreement, a nurse who, as of the date of this award, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by The Workplace Safety and Insurance Board as compensable within the meaning of the *Workplace and Safety Insurance Act*, the Hospital, on application from the nurse, will supplement the award made by The Workplace Safety and Insurance Board for loss of wages to the nurse by such amount that the award of The Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred per cent (100%) of the nurse's net earnings to the limit of the nurse's accumulated sick leave credits. Nurses may utilize

such sick leave credits while awaiting approval of a claim for WSIB benefits.

- 12.04 When a nurse has completed any portion of their regularly scheduled tour prior to going on sick leave benefits or WSIB benefits, the nurse shall be paid for the balance of the tour at their regular straight time hourly rate. This provision will not disentitle the nurse to a lieu day under Article 15.05 if they otherwise qualify.
- 12.05 Any dispute which may arise concerning a nurse's entitlement to short-term or long-term benefits under HOODIP or an equivalent plan may be subject to grievance and arbitration under the provisions of this Agreement. If a claim for long-term disability is denied, the employee must fully comply with the carrier's medical appeals process, if available to the nurse, prior to referring a grievance to arbitration, provided that the process is completed within ninety (90) days of its inception, unless that time is extended by mutual agreement of the Hospital and the Union.
- 12.06 Nurses presently employed who are covered by a long-term disability plan in effect as of October 21, 1981, may elect to be covered by HOODIP or to continue their present coverage.
- 12.07 No sick pay benefit is payable under HOODIP 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>).
- 12.08 The Hospital will notify each nurse of the amount of unused sick leave in their bank annually.
- 12.09 For nurses whose regular hours of work are other than the standard workday, the short-term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the existing plan shall apply with the necessary changes.
- 12.10 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 12.11 A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for WSIB benefits for a period longer than one complete tour or more may apply to the Hospital for payment equivalent to the lesser of the benefit the nurse would receive from WSIB if the nurse's claim was approved, or the benefit to which the nurse would be entitled under the short-term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the nurse provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workplace Safety and Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the

benefits to which the nurse would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

(Articles 12.12, 12.13, 12.14 and 12.15 apply to both full-time and part-time nurses)

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

12.13 A nurse who transfers from full-time to part-time may elect to retain their accumulated sick leave credits to be utilized during part-time or subsequent full-time employment as provided under the sick leave plan in which the nurse participated as of October 23, 1981.

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

12.15 Attendance Management

Days of absence arising out of a medically-established serious chronic condition, an ongoing course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the Hospital or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program. Leaves covered under the *Employment Standards Act, 2000* and leaves under Article 11 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

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 Hospital shall not be construed to be a guarantee of the hours of work to be performed on each tour or during each tour schedule.

Subject to Article 13.02 below:

(a) The normal daily tour shall be seven and one-half (7½) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-

half (½) hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 14.

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

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

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

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

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

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

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

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

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

### 13.03 Innovative Unit Scheduling

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

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

### 13.04 Unit Weekend Worker

A unit weekend schedule may be developed in order to meet the Hospital'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 weekend worker nurse works a weekly average of thirty (30) hours and is paid for 37.5 hours at their regular straight time hourly rate. The schedule must include two 11.25-hour tours, which fall within a weekend period as determined by the Hospital and the Union. A nurse working a weekend schedule will work every weekend except as provided for in the provisions below.

If the Hospital and the Union agree to a unit weekend schedule, the introduction of that schedule and the manner in which the position(s) are filled, shall be determined by the 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. Such agreement shall not be unreasonably withheld. The opportunity for an individual weekend worker 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 (g), 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 14.0625 hours paid; 7.5 hours worked equals 9.375 hours paid).

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

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

Cash-out and carry-over provisions for the bank will be defined 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, they will receive one and one-half (1½) 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 overtime bank, and the paid holiday bank as income replacement for absences due to illness, as described in Article 13.04 (c) and (g).

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 Hospital will provide the nurse with sixty-five (65%) percent of their regular earnings for weeks eighteen (18) through thirty (30) for any absence due to a legitimate illness.

The nurse may utilize their 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 10.03.

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 12.14.

(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 Hospital does not incur additional costs.

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

(g) Overtime

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

13.05 Individual Special Circumstance Arrangements

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

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

The parties agree that for pension purposes, there will be no reduction in the normal 37.5 hours per week pension contributions made by a nurse and/or the Hospital under this provision, nor shall there be proration of Extended Health Care, Semi-Private or Dental benefits.

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

Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the event that the nurse affected resigns, transfers, is laid off or terminated, the



arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.

## **ARTICLE 14 – PREMIUM PAYMENT**

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

If a nurse is authorized to work in excess of the hours referred to in Article 13.01 (a) or (c), they shall receive overtime premium of one and one-half (1½) times their regular straight time hourly rate. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of their normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 13.01 (a) and (c) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. For purpose of clarity, a nurse who is required to work on their scheduled day off shall receive overtime premium of one and one-half (1½) times their regular straight time hourly rate except on a paid holiday the nurse shall receive two (2) times their straight time hourly rate. The Hospital agrees that if the Collective Agreement provided a greater overtime premium for overtime work immediately prior to this Agreement, the Hospital will continue to pay such greater overtime premium. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

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

If a part-time nurse is authorized to work in excess of the hours referred to in Article 13.01 (a), they shall receive overtime premium of one and one-half (1½) times their regular straight time hourly rate. A part-time nurse (including casual nurses but not including part-time nurses who are filling temporary full-time vacancies) who works in excess of seventy-five (75) hours in a two (2) week period shall receive time and one-half (1½) their regular straight time hourly rate for all hours worked in excess of seventy-five (75). A part-time nurse who is filling a temporary full-time vacancy shall receive time and one-half (1½) their regular straight time hourly rate for all hours worked in excess of an average of 37½ hours per week over the full-time nursing schedule determined by the Hospital. Such averaging will commence at the conclusion of the two-week period following the nurse's transfer to the temporary full-time position and will end at the conclusion of the two-week period prior to the nurse's return to their former position. Notwithstanding the foregoing, no overtime premium

shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of their normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 13.01 (a) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. The Hospital agrees that if the Collective Agreement provided a greater premium for overtime work immediately prior to this Agreement, the Hospital will continue to pay such greater overtime premium. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

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

scheduled shift. In such a case, the nurse will receive time two (2) times their regular straight time hourly rate for actual hours worked up to the commencement of their regular shift.

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

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

14.09 Where a full-time nurse has worked and accumulated approved hours for which they are entitled to be paid premium pay (other than hours relating to working on paid holidays) such full-time nurse shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e., where the applicable rate is time and one-half [1½] then time off shall be at time and one-half [1½]). Where a full-time nurse chooses equivalent time off such time off must be taken within the period set out in the Appendix of Local Provisions or payment in accordance with the former option shall be made.

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

14.10 Effective April 1, 2021, a nurse shall be paid a shift premium of two dollars and twenty-five cents (\$2.25) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and eight-eight cents (\$2.88) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours. The defined hours of a night and evening shift shall be a matter for local negotiation.

14.11 Ambulance Escort

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

- (a) i) Where a full-time nurse performs such duties during their regular shift, the full-time nurse shall be paid their regular rate of pay. Where a full-time nurse performs such duties outside their regular shift or on a day off, they shall be paid the appropriate overtime rate.

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

NOTE 1: (Note 1 applies to full-time nurses only)

The Hospital agrees to continue to pay any greater monetary benefit for ambulance escort duty if such greater benefit has been paid by the Hospital immediately prior to this Agreement. This note applies at Hospitals where this superior condition exists as of December 14, 1987.

NOTE 2: (Note 2 applies to part-time nurses only)

The Hospital agrees to continue to pay any greater monetary benefit for ambulance escort duty if such greater benefit was paid by the Hospital under a Collective Agreement immediately prior to this Agreement. This note applies at Hospitals where this superior condition exists as of December 14, 1987.

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

The posting of work schedules shall be as set out in the Appendix of Local Provisions. It shall be the responsibility of the nurse to consult posted work schedules. The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to

the attention of the nurse. Where less than forty-eight (48) hours' notice is given personally to the nurse, time and one-half (1½) of the nurse's regular straight time hourly rate will be paid for all hours worked on the nurse's next shift worked.

Where less than forty-eight (48) hours' notice is given personally to the nurse for the cancellation of a shift that was added to their schedule, time and one half (1½) the nurse's straight time hourly rate will be paid on the nurse's next shift worked. This shall not include shifts added to their schedule within the same forty-eight (48) hour notice period unless the employer paid such premiums under an existing practice as of March 31, 2004.

Where a nurse is cancelled without the required notice on two (2) or more separate occasions prior to working their 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, they will be paid two times their straight time hourly rate for all hours worked on that tour.

(b) (Article 14.12 (b) applies to part-time nurses only)

i) The posting of work schedules for regular part-time nurses shall be determined by local negotiations. It shall be the responsibility of the regular part-time nurse to consult posted work schedules. The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the regular part-time nurse.

ii) Where less than twenty-four (24) hours' notice is given personally to the regular part-time nurse, time and one-half (1½) of the nurse's regular straight time hourly rate will be paid for all hours worked on the nurse's next shift worked.

Where less than twenty-four (24) hours' notice is given personally to the nurse for the cancellation of a shift that was added to their schedule, time and one half (1½) the nurse's straight time hourly rate will be paid on the nurse's next shift worked. This shall not include shifts added to their schedule within the same twenty-four (24) hour notice period unless the employer paid such premiums under an existing practice as of March 31, 2004.

Such changes shall not be considered a lay off.

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

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

- iv) Where a nurse is called in to work a regular shift less than two (2) hours prior to the commencement of the shift and arrives within one (1) hour of the commencement, then the nurse will be paid for a full tour provided that the nurse works until the normal completion of the tour.
- v) Casual part-time nurses whose work schedule has been pre-scheduled and whose schedule is changed with less than twenty-four (24) hours' notice then paragraph (b) – shall apply to casual part-time nurses.

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

14.13 When a nurse is required to travel to the hospital or to return home as a result of reporting to or off work between the hours of 2400 – 0600 hours, or at any time while on standby, the Hospital will pay transportation costs either by taxi or by the nurse's own vehicle at the rate of twenty-two cents (\$0.22) per kilometre or hospital policy whichever is greater or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The nurse will provide to the Hospital satisfactory proof of payment of such taxi fare.

14.14 A nurse who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour but shall be provided at the time of the meal period with a hot meal or six dollars (\$6.00) if the Hospital is unable to provide the hot meal. Other 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 ½ hour paid meal period and shall be provided with a hot meal or six dollars (\$6.00) if the Hospital is unable to provide the hot meal.

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

Effective April 1, 2022, a nurse shall be paid a weekend premium of three dollars and four cents (\$3.04) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as the local parties may agree upon. If a nurse is receiving premium pay under Article 14.03, pursuant to a local scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.

## **ARTICLE 15 – PAID HOLIDAYS**

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

15.01 A nurse who otherwise qualifies under Article 15.02 hereunder shall receive twelve (12) paid holidays as designated in the Appendix of Local Provisions.

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

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

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

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

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

15.04 Subject to Article 15.02:

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

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

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

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

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

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

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

NOTE: Where existing Collective Agreements contain provisions relating to payment to nurses for holidays, whether worked or not, that exceed any payment required under the *Employment Standards Act*, such provisions shall be continued. Payment of holiday pay under this Note applies only to nurses presently enjoying such payment. Nurses presently enjoying holiday pay pursuant to this Note or otherwise as of December 14, 1987 will continue to enjoy such payment until they cease to be employed at the Hospital or until they transfer to a status to which this superior condition does not apply, whichever first occurs.

This note applies to nurses only.



**ARTICLE 16 – VACATIONS**

(Articles 16.01 to 16.05 apply to full-time employees only)

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

- (a) Employees who have completed less than one (1) year of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to a vacation on the basis of 1.25 days (9.375 hours for employees whose regular hours of work are other than the standard workday) for each completed month of service with pay in the amount of 6% of gross earnings.
- (b) Employees who have completed one (1) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay (112.5 hours' pay for employees whose regular hours of work are other than the standard workday), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (c) Employees who have completed three (3) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay (150 hours' pay for employees whose regular hours of work are other than the standard workday), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (d) Employees who have completed eleven (11) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay (187.5 hours' pay for employees whose regular hours of work are other than the standard workday), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (e) Employees who have completed twenty (20) years or more of full-time continuous service (as of the date for determining vacation entitlement in the individual hospital) shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay (225 hours' pay for employees whose regular hours of work are other than the standard workday), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (f) Employees who have completed twenty-five (25) years or more of full-time continuous service (as of the date for determining vacation entitlement in the individual hospital) shall be entitled to an annual

vacation of seven (7) weeks with seven (7) weeks' pay (262.5 hours' pay for employees whose regular hours of work are other than the standard workday), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.

- (g) If an employee works or receives paid leave for less than 1525 hours in the vacation year, they will receive vacation pay based on a percentage of their gross salary for work performed on the following basis:

3-week entitlement – 6%  
 4-week entitlement – 8%  
 5-week entitlement – 10%  
 6-week entitlement – 12%  
 7-week entitlement – 14%

NOTE: Employees who presently enjoy better vacation benefits shall continue to receive such better benefits while employed by the Hospital.

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

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

16.04 Full-time nurse teachers shall be entitled to one additional week of vacation with pay which shall be taken at either the Spring Break or the Christmas Break.

This clause applies to nurses only.

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

(b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

(c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

- (d) Where a nurse's scheduled vacation is interrupted due to a bereavement or jury and witness duty, the nurse shall be entitled to bereavement leave or jury and witness duty in accordance with Article 11.05 and 11.06.
- (e) The portion of the employee's vacation which is deemed to be bereavement leave or jury and witness duty under the above provisions will not be counted against the employee's vacation credits.

(Articles 16.06 to 16.08 and the Note following Article 16.08 apply to part-time nurses only).

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

|                    |   |     |
|--------------------|---|-----|
| 3-week entitlement | – | 6%  |
| 4-week entitlement | – | 8%  |
| 5-week entitlement | – | 10% |
| 6-week entitlement | – | 12% |
| 7-week entitlement | – | 14% |

NOTE: For clarity purposes, vacation time relating to the above will be set out in the Appendix of Local Provisions.

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

Casual part-time employees will be paid vacation pay in accordance with the above entitlement on gross earnings or on gross salary for work performed, as applicable. Such vacation pay will be paid on monies earned on or after April 1, 1988. Equivalent years of service will be based on the casual part-time employee's seniority established under Article 10.02 and will be calculated on the basis that 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 Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to them to the date of their 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, on or after October 23, 1981, from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time nurse employed by the Hospital and accumulated on a continuous basis.

For the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of full-time service and vice versa.

NOTE: Part-time nurses (including casual nurses) who presently enjoy better vacation pay benefits under the provisions of a Collective Agreement immediately prior to this Agreement, shall continue to receive better benefits while employed by the Hospital.

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

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

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

(Article 17 applies to full-time nurses only)

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

- (a) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Ontario Health Insurance Plan.
- (b) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Liberty Health Semi-Private Plan (which is comparable to the Blue Cross Plan) or comparable coverage with another carrier.
- (c) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Liberty Health Extended Health Care Benefits Plan (which is comparable to the existing Blue Cross Extended Health Care Benefits Plan) or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the nurses through payroll deductions. In addition to the standard benefits, coverage will include hearing aids [maximum \$700/person every thirty-six (36) months]; vision care maximum \$450 every 24 months with ability to use coverage for laser surgery); and Drug Formulary 3.

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

Extended Health Care benefits includes chiropractic, massage therapy and physiotherapy coverage (maximum of \$400/insured person annually for chiropractic, massage therapy and physiotherapy for each service). Superior benefits are to be maintained in those hospitals where payment for one or more of these services is covered.

Coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Workers (MSW) for a total of \$800 annually. Superior conditions maintained.

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

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

The Hospital also agrees to make the Hospitals of Ontario Voluntary Life Insurance Plan (HOOVLIP) available to the nurses subject to the provisions of HOOVLIP at no cost to the Hospital.
- (f) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Liberty Health Dental #9 Dental Plan (which is comparable to the Blue Cross #9 Dental Plan) or comparable coverage with another carrier; based on the current ODA fee schedule and provide for recall oral examination to be covered once every nine (9) months (adults only); complete and partial dentures at 50/50 co-insurance to \$1000 maximum per person annually; add Blue Cross Rider #4 – (Crowns, bridgework, implants and repairs to same) at 50/50 co-insurance to \$2000 maximum per person annually and orthodontics 50/50 co-insurance with \$2000 maximum per insured lifetime providing the balance of the monthly premiums are paid by the employees through payroll deductions.
- (g) For purposes of health and welfare benefits under Article 17.01, dependent coverage is available to the nurse, to cover their same sex partner and their dependents, in accordance with the terms and conditions of the plans.

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

#### Benefits Age 65 and Older

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

In the event that a nurse works past their seventy-fifth (75<sup>th</sup>) birthday, they shall be paid an amount equal to 13% of their hourly rate of pay in lieu of these benefits.

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

(Clarity Note: 17.01 (h) i) above does not apply to employees who retire on or after April 1, 2011).

- ii) The Hospital will provide to all employees who are 55-56 years of age who retire (including disability retirements) on or after April 1, 2011 and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Employer the full amount of the monthly premium, in advance.
- (i) The Hospital will provide to all full-time employees who reach age 57 and retire (including disability retirements) on or after April 1, 2011 and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees as long as the retiree pays the Employer their share of the monthly premiums, in advance. The Hospital will contribute fifty percent (50%) of the billed premiums of these benefit plans.

#### 17.02

For newly hired nurses, coverage as set out in Article 17.01 shall be effective the first billing date in the month following the month in which the nurse was first employed subject to any enrolment or other requirements of

the Plan. In no instance shall the first billing date for a nurse occur later than the first day of the fourth full month following the month in which the newly hired nurse was first employed.

- 17.03 The Hospital may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Hospital will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. The Hospital will provide the Union with a summary document outlining the differences, if any, between the levels of benefits provided by the existing and new carrier plans. When the Hospital is made aware, the Hospital will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.
- 17.04 All present nurses enrolled in the Hospital's Pension Plan shall maintain their enrolment in the Plan (Healthcare of Ontario Pension Plan or another Pension Plan) subject to its terms and conditions. New nurses and nurses employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.
- 17.05 The Hospital shall continue to pay the premiums for benefit plans under Articles 17 and 12 for nurses who are on paid leave of absence or on WSIB or at any time when salary is received, or as provided in Article 10.04. Such payment shall also continue while a nurse is on sick leave (including the Employment Insurance Period) or on Long Term Disability to a maximum of 30 months from the time the absence commenced, or for retirees who are in receipt of Pension Permanent Disability Benefits to a maximum of 30 months from the time the absence commenced.
- Nurses who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment and provided also that the layoff does not exceed one year.
- NOTE: For clarification, "retirees" includes nurses who were on sick leave, LTD or WSIB prior to receipt of Pension Permanent Disability Benefits.
- 17.06 Nurses who reside in Quebec shall have equivalent monetary contributions paid in that province with respect to the Quebec equivalent of OHIP.
- 17.07 (a) The Hospital shall provide each nurse with information booklets outlining all of the current provisions in the benefits plans defined in Article 17.01 to Article 17.06 inclusive and the Sick Leave/LTD Plan defined in Article 12. Upon request, the Hospital will make the Plans available to the Union for inspection.
- (b) The Hospital shall notify the Union of the name(s) of the carrier(s) which provide the benefits plans defined in Article 17.01 to Article 17.06 inclusive and the LTD Plan defined in Article 12. The Hospital

shall also provide the Union with a copy of all current information booklets provided to the nurses.

17.08 Employment Insurance Rebate

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

17.09 The parties agree to establish a Benefits Review Subcommittee which will include four representatives from the Union and four representatives from the Participating Hospitals to discuss the terms of the benefit plans (other than pensions) provided under the Collective Agreement and the administration of benefit plans with a view to increasing the efficiency and effectiveness of the plans. As part of that review, the Committee will be provided with copies of the plan texts and any other relevant information requested by the Committee that pertain to these benefit plans.

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

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

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

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

**ARTICLE 18 – MISCELLANEOUS**

18.01 Copies of this Collective Agreement will be made available to nurses covered by the Collective Agreement by the Union and sufficient copies will be provided to the Hospital and the local Union, as requested. The cost of printing the Collective Agreement, including the printing of the French Translation, will be shared equally by the Hospital and the local Union. The



cost of the French translation will be shared equally by the Union and the Participating Hospitals.

Notwithstanding the above, the local parties shall endeavour to reduce the amount of Collective Agreements printed following each round of bargaining.

- 18.02 Whenever the feminine pronoun is used in this Agreement, it includes the masculine and non-binary pronoun and vice-versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice-versa.
- 18.03 It shall be the responsibility of each nurse to notify the Hospital promptly of any change in address or any change in temporary residency. If a nurse fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such a nurse. A nurse shall notify the Hospital of any change to their telephone number.
- 18.04 Medical examinations, re-examinations and any tests required under the *Public Hospitals Act* will be provided by the Hospital in compliance with the Regulations. The nurse may choose their personal physician for all such examinations, except the pre-employment medical, unless the Hospital has a specific objection to the physician selected.
- 18.05 Current provisions in Collective Agreements relating to the provision of x-rays, laboratory work, immunization injections, gamma globulin and other programs shall be continued.
- 18.06 Prior to effecting any changes in rules or policies which affect nurses covered by this Agreement, the Hospital will discuss the changes with the Union and provide copies to the Union.
- 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 Hospital 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) Hospitals recognize that nurses have the right to refuse any required vaccination.
- (d) If a nurse refuses to take the vaccine required under this provision, they may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the nurse is cleared to return to work. If a nurse is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole.
- (e) If a nurse refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, they 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 Hospital will not oppose the claim.
- (g) Notwithstanding the above, the Hospital 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**

Articles 19.01(a) and (d) apply to nurses only.

- 19.01 (a) The salary rates in effect during the term of the Agreement shall be those set forth in Appendix 3 attached to and forming part of this Agreement. The regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Nurses at hospitals shall be as follows:

| <b>Classification - Registered Nurse</b> |                      |                      |
|--|----------------------|----------------------|
| <b>Step</b>                              | <b>April 1, 2021</b> | <b>April 1, 2022</b> |
| Start                                    | \$33.90              | \$34.24              |
| 1 Year                                   | \$34.06              | \$34.40              |
| 2 Years                                  | \$34.62              | \$34.97              |
| 3 Years                                  | \$36.34              | \$36.70              |
| 4 Years                                  | \$38.05              | \$38.43              |
| 5 Years                                  | \$40.19              | \$40.59              |
| 6 Years                                  | \$42.36              | \$42.78              |
| 7 Years                                  | \$44.52              | \$44.97              |
| 8 Years                                  | \$47.69              | \$48.17              |
| 25 Years                                 | \$48.53              | \$49.02              |

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

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

Applicable straight time hourly rate + 13%.

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

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

- (d) The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and the other classifications which are covered by the Collective Agreement.

19.02 A nurse in the employ of the Hospital who holds a Temporary Class Certificate of Registration as a registered nurse and who obtains their General Class Certificate of Registration shall be given the salary of the Registered Nurse as provided in this Article. When the nurse obtains their General Class Certificate of Registration, they will notify the Chief Nursing Executive or their designate.

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

19.03 A nurse is required to have a renewed Certificate of Registration on or before February 15<sup>th</sup> of each year. The Hospital will obtain evidence that their Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If

the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that their Certificate of Registration has been reinstated, they shall be reinstated to their position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the hospital will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

NOTE 1: Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to the *Regulated Health Professions Act*, they shall be treated in a manner consistent with this Article.

NOTE 2: If there is an allegation that this clause has not been interpreted in a manner consistent with the *Ontario Human Rights Code*, it may be subject of a grievance or arbitration.

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

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

- (b) Where the Hospital temporarily assigns a Registered Staff Nurse to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period of one (1) full tour or more, at times when the incumbent in any such classification would otherwise be working, the nurse shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for such duty in addition to their regular salary. The Hospital agrees that

it will not make work assignments which will violate the purpose and intent of this provision.

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

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

- (d) Group, Unit or Team Leader

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

NOTE: The local parties may negotiate, in the local issues negotiations, adjustments to the applicable wage grids in circumstances when nurses who assume duties under (b) or (d) above are paid more than nurses in classifications that perform such duties on a permanent basis. Such adjustments will be limited to the equivalent amounts paid under (b) or (d) above. Notwithstanding 19.01(d) such a dispute will fall under the jurisdiction of the Local Issues Arbitration Board.

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

If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Hospital. The Hospital will give due consideration to an internationally educated nurse's experience where the process for registration with the College of Nurses of Ontario has prevented them from occupying a nursing position for a period of more than two (2) years. For full-time nurses, the Hospital shall give effect

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

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

- 19.06 (a) Each full-time nurse will be advanced from their present level to the next level set out in the Salary Schedule, twelve (12) months after they were last advanced on their service review date. If a full-time nurse's absence without pay from the Hospital exceeds thirty (30) continuous calendar days during each twelve (12) month period, the nurse's service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.
- (b) Each regular part-time nurse will be advanced from their present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 10.03.
- (c) Casual part-time nurses will advance on the grid in the same manner as regular part-time nurses. (This clause applies to nurses only.)
- 19.07 (a) A part-time employee whose status is altered to full-time in the same position, will assume their same level on the full-time grid. A full-time employee whose status is altered to part-time in the same position will assume their same level on the part-time grid. In addition, an employee who is so transferred will be given credit for service accumulated since the date of last advancement.
- (b) A casual part-time employee whose status is altered to regular part-time or vice versa in the same position will assume their same level on the grid. In addition, a casual part-time employee who is so transferred will be given credit for service accumulated since the date of last advancement.
- 19.08 (a) When a new classification in the bargaining unit is established by the Hospital or the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall advise the Union of such new or changed classification and the rate of pay established. The Hospital will also provide the Union with any available information on the job posting, job profile, and salary scale of the classification. If requested, the Hospital agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Hospital and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in

the Grievance Procedure, it may be referred to Arbitration in accordance with Article 7, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Hospital and duties and responsibilities involved.

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

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

#### 19.09 Education Allowance

Provisions in existing Collective Agreements providing for educational allowances shall be continued in effect.

Notwithstanding the foregoing, educational allowances for possessing a baccalaureate degree in nursing (BScN) will not be payable to nurses hired on or after April 1, 2017.

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

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

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

### **ARTICLE 20 – JOB-SHARING**

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

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

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

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

## **ARTICLE 21 – SUPERIOR CONDITIONS**

21.01 All existing benefits, rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained herein and which are set out in Appendix 4 are specifically retained by this Agreement unless otherwise agreed by the local parties.

The parties agree to remove from Appendix 4 those superior conditions which no longer have application.

Where the parties cannot agree on whether a superior condition continues to have application, the issue will be reduced to a grievance and referred to arbitration.

21.02 The Union and the Participating Hospitals agree to establish a committee consisting of two (2) representatives of the Union and two (2) representatives of the Participating Hospitals to review the superior conditions appendices in each of the participating hospitals. This committee will report to their respective negotiating committees prior to the next round of central negotiations.

## **ARTICLE 22 – DURATION**

22.01 This Agreement shall continue in effect until March 31, 2023 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

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

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



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

### **ARTICLE 23 – APPENDICES**

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

Appendix 1 ONA Grievance Form

Appendix 2 List of Professional Responsibility Assessment Committee – Chairpersons

Appendix 3 Salary Schedule

Appendix 4 Superior Conditions – If Any

Appendix 5 Appendix of Local Provisions

Appendix 6 ONA/Hospital Professional Responsibility Workload Report Form

Appendix 7 Letters of Understanding:

Letter of Understanding Re Mentorship Guidelines

Letter of Understanding Re Paid Professional Leave Days

Letter of Understanding Re Part-time Voluntary Benefits

Letter of Understanding Re Supernumerary Positions

Letter of Understanding Re Retention/Recruitment/Ratios

Letter of Understanding Re Public Hospitals Act

Letter of Understanding Re Grievance Commissioner System

Letter of Understanding Re Supernumerary Positions-Nursing Career OriENTation (NCO) Initiative for Internationally Educated Nurses (IENs)

Letter of Understanding Re Registered Nurse Workforce – Health Human Resource Planning

Letter of Understanding Re OHA Early Retiree Dental Benefits

Letter of Understanding Re Commitment to Equity, Diversity and Inclusivity

Letter of Understanding Re Optimal Complement of Registered Nurses (RNs)

Appendix 8 Procedural Guidelines for an Independent Assessment Committee (IAC) Hearing

Appendix 9 Workload/Professional Responsibility Review Tool

**APPENDIX 1 – ONA GRIEVANCE FORM**

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

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

1. Claire Mallette  
Director, School of Nursing  
York University  
Rm 313, HNES  
4700 Keele Street  
Toronto, ON M3J 1P3
  
2. Donna Rothwell  
Senior Consultant  
Healthtech Consultants  
56 Carriage Road  
St. Catharines, ON L2P 1T1
  
3. Ella (Helen) Ferris  
66 Lyall Avenue  
Toronto, ON M4E 1W3

**APPENDIX 6**  
**ONTARIO NURSES' ASSOCIATION (ONA)/HOSPITAL**  
**PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM**

Article 8 – Professional Responsibility provides a problem-solving process for nurses to address concerns relative to patient care. This form is intended to appropriately identify employee concerns relative to their workload issues in the context of their professional responsibility. These issues include but are not limited to gaps in continuity of care, balance of staff mix, access to contingency staff and appropriate number of nursing staff. This report form provides a tool for documentation to facilitate discussion and to promote a problem-solving approach.

**SECTION 1: GENERAL INFORMATION**

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

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

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

Date of Occurrence: \_\_\_\_\_ Time: \_\_\_\_\_ 7.5 hr. shift  11.25 hr. shift  Other \_\_\_\_\_

Name of Supervisor/Charge Nurse: \_\_\_\_\_ Date/ \_\_\_\_\_  
 Time notified: \_\_\_\_\_

Manager/Designate notified: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**SECTION 2: WORKING CONDITIONS**

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

Regular Staffing #: MD/NP \_\_\_\_\_ RN \_\_\_\_\_ RPN \_\_\_\_\_ Unit Clerk \_\_\_\_\_ Service Support \_\_\_\_\_

Actual Staffing #: MD/NP \_\_\_\_\_ RN \_\_\_\_\_ RPN \_\_\_\_\_ Unit Clerk \_\_\_\_\_ Service Support \_\_\_\_\_

Agency/Registry RN: Yes  No  How many? \_\_\_\_\_

Novice RN Staff on duty\*: Yes  No  How many? \_\_\_\_\_

RN Staff Overtime: Yes  No  If yes, how many staff? \_\_\_\_\_

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

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

Absence/Emergency Leave  Sick Calls  Vacancies  Off Unit

Management Support available on site? Yes  No

**SECTION 3: PATIENT CARE FACTORS CONTRIBUTING TO THE OCCURRENCE**

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

Rounds

Consultation with MD/Delay \_\_\_\_\_

Change in patient acuity \_\_\_\_\_  Telemedicine \_\_\_\_\_

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

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

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

# of assigned patients \_\_\_\_\_

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

- Visitors/Family Members. Please specify: \_\_\_\_\_
- Number of patients on infectious precautions \_\_\_\_\_
- Over Capacity Protocol. Please specify: \_\_\_\_\_
- Resources/Supplies \_\_\_\_\_
- Interdepartmental Challenges \_\_\_\_\_
- System Issues \_\_\_\_\_
- Exceptional Patient Factors (i.e., significant time and attention required to meet patient expectations). Please specify: \_\_\_\_\_
- Other (e.g., Non-nursing duties, student supervision, mentorship, etc.). Please specify: \_\_\_\_\_

#### SECTION 4: DETAILS OF OCCURRENCE

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

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

- Medication
- Documentation
- Professional Standards – Specify \_\_\_\_\_
- Therapeutic nurse/client relationship
- RN and RPN Practice, The Client, The Nurse and the Environment
- Working with Unregulated Care Providers (Check all that apply)
  - Personal Support Workers/Aides
  - Volunteers
  - Students
  - Physician Assistants
- Working in different roles
- Telepractice
- Consent
- Clinical pathways/medical directives
- Supporting Learners
- Disagreeing with the Plan of Care
- Guiding Decisions about End-of-Life Care
- Nurse Practitioner
- Employer policy – Specify \_\_\_\_\_ (include policy if able)
- Other \_\_\_\_\_

Why: \_\_\_\_\_

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

#### SECTION 5: REMEDY

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

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

Was it resolved?                      Yes                       No

**SECTION 6: RECOMMENDATIONS**

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

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

**SECTION 7: EMPLOYEE SIGNATURES**

|                  |             |                |                       |
|------------------|-------------|----------------|-----------------------|
| Signature: _____ | Date: _____ | Phone #: _____ | Personal Email: _____ |
| Signature: _____ | Date: _____ | Phone #: _____ | Personal Email: _____ |
| Signature: _____ | Date: _____ | Phone #: _____ | Personal Email: _____ |
| Signature: _____ | Date: _____ | Phone #: _____ | Personal Email: _____ |

Date Submitted: \_\_\_\_\_ Submitted to (Manager Name): \_\_\_\_\_

**SECTION 8: MANAGEMENT COMMENTS**

The manager (or designate) will provide a written response to the nurse(s) within 10 days of receipt of the form with a copy to the Bargaining Unit President as per Article 8.01 (a) iv). Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable. \_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

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

**ONTARIO NURSES' ASSOCIATION (ONA)/HOSPITAL  
PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM  
GUIDELINES AND TIPS ON ITS USE**

The parties have agreed that patient care is enhanced if issues relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner. The Collective Agreement provides a problem-solving process for nurses to address concerns relative to their workload issues in the context of their professional responsibility. These issues include but are not limited to gaps in continuity of care, balance of staff mix, access to contingency staff and appropriate number of nursing staff. This report form provides a tool for documentation to facilitate discussion and to promote a problem-solving approach.

**PROBLEM SOLVING PROCESS**

- 1) At the time the workload issue occurs, discuss the matter within the Unit/Area/Program to develop strategies to meet patient care needs using current resources. Using established lines of communication as identified by the hospital, seek immediate assistance from an individual(s) (e.g., team leader/charge nurse/manager /supervisor) who has responsibility for timely resolution of workload issues.
- 2) Failing resolution of the workload issue at the time of the occurrence or if the issue is ongoing, discuss the issue with the Manager (or designate) on the next day that both the employee and Manager (or designate) are working or within ten (10) calendar days, whichever is sooner, and complete the form. The Manager will provide a written response within ten (10) calendar days of the receipt of the form.
- 3) When meeting with the manager, you may request the assistance of a Union representative to support/assist you in the meeting. Every effort will be made to resolve the workload issues at the unit level. A Union representative shall be involved in any resolution discussions at the unit level. All discussions and action will be documented.
- 4) Failing resolution, submit the Professional Responsibility Workload Report Form to the Hospital-Association Committee within twenty (20) calendar days from the date of the Manager's response or when she or he ought to have responded under Article 8.01 (a) iv). (SEE BLANK REPORT FORM ATTACHED TO THESE GUIDELINES.)
- 5) As per Article 8, the Hospital-Association Committee shall hear and attempt to resolve the issue to the satisfaction of both parties and report the outcome to the nurse(s) using the Workload/Professional Responsibility Review Tool to develop joint recommendations. Any settlement/resolution under 8.01 (a) (iii) (iv) or (v) of the Collective Agreement will be signed by the parties.
- 6) Failing resolution of the issues through the development of joint recommendations it shall be forwarded to an Independent Assessment Committee as outlined in Article 8 of the Collective Agreement within the requisite number of days of the meeting in 4) above.
- 7) The Union and the Employer may mutually agree to extend the time limits for referral of the issue at any stage of this procedure.

**TIPS FOR COMPLETING THE FORM**

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



## **APPENDIX 7 – LETTERS OF UNDERSTANDING**

### **LETTER OF UNDERSTANDING RE: MENTORSHIP GUIDELINES**

“Mentorship” is addressed in Article 9.08 (c). These guidelines are intended to assist the parties in implementing mentorship arrangements in accordance with the requirements of the Collective Agreement.

#### **Definition**

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

Mentorship does not include:

- Supervising the activities of students. Supervision of the activities of students is covered in Article 9.08 (a).
- Providing guidance and advice to members of the multi-disciplinary health care team. This is addressed in Article 9.08 (b). Interaction with other nurses and other multi-disciplinary colleagues is an expected role responsibility for nurses.
- Orientation to the organization or general functioning of the unit. This may include activities such as:
  - WHIMIS training, the fire lecture, equipment location, generic hospital policies, introduction to staff and the general layout of the unit etc.
- The employer’s historical use of titles or terms does not define a mentor for the purposes of Article 9.08 (c). We acknowledge, however, that while mentorship is new to the Collective Agreement, mentorship arrangements are not new to nursing or

hospital workplaces. Accordingly, existing titles or terms may, or may not, meet the conditions of Article 9.08 (c).

### Key Elements

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

### Implementation

- A Hospital may implement a mentorship relationship at any time during a nurse's employment when:
  - the nurse is experiencing difficulty in meeting standards of practice.
  - the nurse has a competency gap.
  - one-on-one management of the learning experience from an expert/experienced nurse will be of assistance.
- Mentoring may be implemented in various circumstances such as new hires to a unit; a nurse returns from a layoff or leave of absence (including sick leave or long-term disability) or for purposes of cross-training. This list is not all-inclusive and, as such, other circumstances may arise where the Hospital determines that a nurse requires mentoring.

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

### Evaluation

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

- ❑ The Committee responsible for addressing professional development issues for nurses pursuant to Article 9.02 will be responsible for reviewing and making recommendations regarding the application of, and effectiveness of, mentorship relationships within the hospital.
- ❑ The employer also has a responsibility for evaluating the effectiveness of mentorship arrangements and, therefore, review and evaluation of arrangements should be conducted on a regular basis.

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

### **LETTER OF UNDERSTANDING RE: PAID PROFESSIONAL LEAVE DAYS**

The “paid professional leave days” to which nurses may be entitled is a local issue in the current round of bargaining.

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

### **LETTER OF UNDERSTANDING RE: PART-TIME VOLUNTARY BENEFITS**

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

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

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**LETTER OF UNDERSTANDING**  
**RE: SUPERNUMERARY POSITIONS**

The Hospital may introduce supernumerary positions to be offered to newly graduated nurses. Where such positions are introduced, the following will apply:

1. Only so many positions will be created as are covered by government funding for supernumerary positions.
2. Newly graduated nurses are defined as those nurses who have graduated from a nursing program or refresher program within the last year.
3. Positions will be created first on medical or surgical units except as the parties otherwise agree. Such agreement will not be unreasonably withheld.
4. No appointment will be made to a supernumerary position without prior discussion with the local Association as to where the supernumerary nurses will be assigned, what will be expected of them, and what mentoring arrangement will apply (see 7 below).
5. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 10.07.
6. Such nurses will be full-time and covered by the full-time Collective Agreement.
7. Such nurses will be in formal mentorship arrangements in accordance with Article 9.08 (c) and the Letter of Understanding on Mentoring.
8. The duration of such supernumerary appointments will be for the period of funding or such other period as the local parties may agree, provided such period is not less than twelve (12) weeks.
9. Such nurses can apply for posted positions after the probationary period is completed.
10. If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, they will be reclassified as casual part-time, and this will not be considered a layoff and the nurse will not be reassigned.
11. The Hospital bears the onus of demonstrating that such positions are supernumerary.
12. The Association will be provided with such written information as it may reasonably require regarding each supernumerary position.

13. In the event of a layoff in the area of assignment of the supernumerary nurse, either the Hospital or the Local Association may require that the supernumerary nurse shall be first laid off.

**LETTER OF UNDERSTANDING**  
**RE: RETENTION/RECRUITMENT/RATIOS**

The parties agree to work cooperatively with the Ministry of Health and Long-Term Care to identify best practices and areas of innovation to address matters pertaining to nursing retention, recruitment and appropriate ratios of full-time and part-time staff.

**LETTER OF UNDERSTANDING**  
**RE: PUBLIC HOSPITALS ACT**

OHA will send the following letter/bulletin to Hospital CEOs and Board Chairs regarding the *Public Hospitals Act*, copied to ONA:

The Ontario Nurses' Association (ONA) has raised with the OHA the requirements of the *Public Hospitals' Act* (PHA) related to nurses on committees and we have agreed to remind you of this by drawing it to your attention. Section 4 (1) (f) of Regulation 965 of the PHA requires every Board to pass by-laws for "*the participation of ... staff nurses ... in decision-making related to administrative, financial, operational and planning matters in the Hospital*" and "*the participation at the committee level of ... staff nurses ... including the election by staff nurses of representatives to committees...*"

**LETTER OF UNDERSTANDING**  
**RE: GRIEVANCE COMMISSIONER SYSTEM**

This is to confirm the discussion of the parties during collective bargaining that they are committed to encouraging early discussion and resolution of labour relations issues at the local level and seek to resolve grievances in a timely and cost-efficient manner.

To that end, this is to confirm that pursuant to Article 7, the parties agree that the Employer and Union at individual hospitals may agree to utilize the following process in order to resolve a particular grievance through the utilization of a joint mediation-arbitration procedure:

1. The Employer and Union may mutually agree in writing to invoke the Grievance Commissioner process outlined in this letter rather than proceed to arbitration as set out in Article 7.07 (a) of this Collective Agreement for an individual, group or policy/union grievance.
2. The Grievance Commissioner shall have the same powers and be subject to the same limitations as a Board of Arbitration hereunder, save and except as expressly provided herein.

3. The roster of potential Grievance Commissioners for an individual hospital shall be mutually agreed upon by the Employer and Union.
4. A Grievance Commissioner (where more than one, acting in rotation) will set aside such time as may be requested by the Employer and Union.
5. The location of any such hearing shall be agreed upon by the local parties.
6. The parties shall provide the Grievance Commissioner with a Statement of Facts Agreed and Not Agreed. In addition, they shall provide the Grievance Commissioner and each other with brief written representations on which they intend to rely provided that such are emailed not less than ten (10) days before the commencement of the hearings of the Grievance Commissioner. This information will include the grievance and the Employer's response.
7. The purpose of the hearing is to clarify issues and/or facts in dispute. At the hearing, the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.
8. The parties acknowledge that this is an expedited form of a med-arb process whereby the Grievance Commissioner, based on the evidence and representations provided by the parties during the med-arb session, will decide the grievance. The parties agree that no witnesses will be called throughout this process, except as required by the Grievance Commissioner. The Grievance Commissioner must render their written decision, without reasons, to both parties within ten (10) working days of the conclusion of the hearing.
9. If it becomes clear at any point during the process that due to exceptional circumstances the grievance is too complex for the Grievance Commissioner process, the parties may jointly agree to revert to traditional arbitration pursuant to Article 7 of the Collective Agreement.
10. The decision of the Grievance Commissioner shall only be applicable to the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases.
11. Notwithstanding anything contained herein, the decision of the Grievance Commissioner shall be in accordance with Article 7.13.
12. The Union and Employer shall each be responsible for one-half ( $\frac{1}{2}$ ) of the expenses (including any off-site location of the hearing) and fees payable to the Grievance Commissioner.
13. If any member of the Grievance Commissioner roster agreed to by the parties under paragraph number 3 who, having been requested in turn to act as the Grievance Commissioner, is unable or unwilling to act, they shall not again be requested to act as a Grievance Commissioner until their name comes up again on the regular rotation of the roster.

14. The parties agree that the Grievance Commissioner can serve as a mediator/arbitrator for more than one grievance on a single day.

The parties agree that nothing in this letter prevents the parties at a Hospital from mutually agreeing to mediation for any other grievances pursuant to Article 7.07 (b).

**LETTER OF UNDERSTANDING**  
**RE: SUPERNUMERARY POSITIONS-NURSING CAREER ORIENTATION (NCO)**  
**INITIATIVE FOR INTERNATIONALLY EDUCATED NURSES (IENS)**

The Hospital may introduce supernumerary positions that may be offered to Internationally Educated Nurses (IENs). Where such positions are introduced, the following will apply:

1. Only so many positions will be created as are covered by government funding for supernumerary positions.

Nursing Career Orientation (NCO) Initiative nurses are defined as those nurses who have initially (never before) registered with the College of Nurses (CNO) whose location of initial nursing education is outside of Canada. NCO nurses will be recognized as such from the date of inception to a period of time that the MOHLTC continues to implement the NCO. NCO nurses must be hired as supernumerary within six (6) months of initial registration with the CNO.

2. Positions will be created first on medical or surgical units except as the parties otherwise agree. Such agreement will not be unreasonably withheld.
3. No appointment will be made to a supernumerary position without prior discussion with the local Association as to where the supernumerary nurses will be assigned, what will be expected of them, and what mentoring arrangement will apply (see 6 below).
4. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 10.07.
5. Such nurses will be full-time and covered by the full-time provisions of the Collective Agreement.
6. Such nurses will be in formal mentorship arrangements in accordance with Article 9.08 (c) and the Letter of Understanding on Mentoring.
7. The duration of such supernumerary appointments will be for the period of funding or such other period as the local parties may agree, provided such period is not less than twelve (12) weeks.
8. Such nurses can apply for posted positions after the probationary period is completed.

9. If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, they will be reclassified as casual part-time, and this will not be considered a layoff and the nurse will not be reassigned.
10. The Hospital bears the onus of demonstrating that such positions are supernumerary.
11. The Association will be provided with such written information as it may reasonably require regarding each supernumerary position.
12. In the event of a layoff in the area of assignment of the supernumerary nurse, either the Hospital or the Local Association may require that the supernumerary nurse shall be first laid off.

**LETTER OF UNDERSTANDING**  
**RE: REGISTERED NURSE WORKFORCE – HEALTH HUMAN RESOURCE**  
**PLANNING**

**Local**

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

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

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

**Provincial**

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

**LETTER OF UNDERSTANDING**  
**RE: OHA EARLY RETIREE DENTAL BENEFITS**

The OHA will communicate to hospitals their obligation to inform active employees upon reaching age 58 of the OHA – Sponsored Early Retiree Dental Benefits Program and



provide an updated communiqué to the Hospitals identifying the Early Retiree Dental Benefit and related costs.

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**LETTER OF UNDERSTANDING**  
**RE: COMMITMENT TO EQUITY, DIVERSITY AND INCLUSIVITY**

The parties agree that patient care is enhanced when the workplace environment is reflective of the communities they serve, and that the goal of all is to provide quality care and equitable outcomes for patients. To that end, the parties are committed to promoting a workplace of diversity, inclusion and where everyone feels valued. The parties are committed to a workplace that is inclusive of their diverse communities, including but not limited to Black, Indigenous, People of Colour (BIPOC) and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which people choose to self-identify (LGBTQIA2+).

The parties value the contributions of all staff in the hospital and recognize that discriminatory and oppressive acts can negatively impact staff. The parties are committed to making an equitable working environment that is inclusive for all patients and staff.

To support this commitment, where a committee or other hospital forum does not already exist, the local parties will endeavour in the first year of the Collective Agreement to establish a committee or other hospital forum. The committee or hospital forum will discuss and implement strategies, initiatives and training programs that enhances the workplace to promote in an effective and meaningful way an environment that encourages, supports, and celebrates equity, diversity and inclusivity for patients and staff. This committee or hospital forum will include at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees and will meet on a frequency as determined by the committee or hospital forum.

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**LETTER OF UNDERSTANDING**  
**RE: OPTIMAL COMPLEMENT OF REGISTERED NURSES (RNS)**

The local parties agree to meet annually to review the complement of registered nurses (RNs). The Hospital and the Union will work together to identify units where patient care needs would be enhanced by a review of the complement of RNs, and to discuss how best to address those needs.

The parties will discuss the optimal full-time and part-time complement of RNs for the unit which meets its patient care needs. To assist the discussion, the parties will review the following:

- Acuity
- Agency hours
- Continuity of care
- Hours paid at premium

- Individual special circumstances
- Leaves of absences
- Patient census
- Professional development
- Scheduling practices
- Vacation scheduling
- Full-time/part-time complement
- Workload
- Professional Responsibility Workload Forms
- Staff turnover/Recruitment and Retention

**APPENDIX 8 – PROCEDURAL GUIDELINES FOR AN  
INDEPENDENT ASSESSMENT COMMITTEE (IAC) HEARING**

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

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

**APPENDIX 9 – WORKLOAD/PROFESSIONAL RESPONSIBILITY REVIEW TOOL**

Employer: \_\_\_\_\_

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

General Description  
of Service: \_\_\_\_\_Timeframe Being  
Reviewed: \_\_\_\_\_Number of Professional Responsibility  
Workload Report Forms Submitted: \_\_\_\_\_

Key Workload Issue(s):

 Gaps in Continuity of Care Balance of Staff Mix Access to Contingency Staff Appropriate Number of Nursing Staff Other: \_\_\_\_\_HAC/Unit  
Participants: \_\_\_\_\_Date First Discussed  
at HAC: \_\_\_\_\_Date(s) Workload/Professional  
Responsibility Review Tool Completed: \_\_\_\_\_Date Qualitative/Quantitative Analysis  
and Gap Analysis Completed: \_\_\_\_\_Date Joint Implementation/  
Action Plan Developed: \_\_\_\_\_Date Action Plan  
Implemented: \_\_\_\_\_

## **GUIDELINES FOR COMPLETION OF WORKLOAD/PROFESSIONAL RESPONSIBILITY REVIEW TOOL**

1. The tool is used to collect data that is specific to the workload issue(s) being addressed and is intended to enable examination and support analysis of the underlying concerns.
2. Completion of the tool is a collaborative effort on the part of the Union and the Hospital.
3. In some circumstances not all components of the tool may be required to be analyzed in order to address the workload concerns.
4. Data collected in the tool is both quantitative and qualitative. Quantitative data will be drawn from existing hospital reports from current decision support systems. Qualitative data will be derived through focus group discussions using the lines of inquiry referenced in the Workload/Professional Responsibility Review Tool.
5. Data collected using this tool and submissions on the Professional Responsibility Workload Report Form and any other relevant information will form the basis for examination and analysis of the issue(s) being addressed.
6. Analysis of the data includes the identification of gaps, trends, patterns, and themes.
7. Joint recommendations will be formulated collaboratively based on the findings from the data analysis.
8. The joint recommendations will be used to develop an action plan that reflects mutually agreed upon tactics, timelines and most responsible person.

## WORKLOAD/PROFESSIONAL RESPONSIBILITY REVIEW TOOL

| <b>A. Practice Environment</b> |   |
|--------------------------------|---|
| Staffing Complement            | # FT – _____<br># Regular PT – _____<br># Casual PT – _____   |
| FTEs                           | Budgeted/Actual – _____<br>Total – _____<br># FT – _____<br>#PT – _____<br>1950 hours = 1 FTE   |
| Vacancies                      | # FT – _____<br># Regular PT – _____<br># Casual PT – _____   |
| Overtime                       | # Hours – _____<br>% of total hours – _____   |
| Sick time                      | # Hours – _____<br>% of total hours – _____   |
| Turnover                       | # Positions FT/RPT/Casual PT – _____<br>% Total Unit Positions – _____  |
| Incident Reports               | <i>specific to and related to workload concern(s)</i>   |
| Experience                     | Total years of experience in this service – _____<br>Total years of experience – _____<br>Novice – _____<br>Intermediate – _____<br>Expert – _____<br># Staff on Orientation – _____<br># Students – _____<br># New Grad Initiative – _____<br># Mentorship Roles – _____ |
| Scheduling Practice            | Type(s) of schedule   |

| <b>A. Practice Environment</b>       |   |
|--------------------------------------|---|
| Replacement Staff*                   | PT on unit/Resource Team/Agency                                     |
| Accommodations &/or Modified Workers | # Temporary – _____<br># Permanent – _____                          |
| Patient Census                       | # Admissions – _____<br># Discharges – _____<br># Transfers – _____ |

| <b>B. Competency</b>                           |               |                         |
|--|---------------|-------------------------|
| <b>Nurse Competency (Key Skills/Knowledge)</b> | <b>Number</b> | <b>% Total RN Staff</b> |
|  |               |                         |
|  |               |                         |
|  |               |                         |
|  |               |                         |
|  |               |                         |

| <b>C. Resources/Support/Current Status Report</b> |             |
|---|-------------|
|   | DESCRIPTION |
| Clinical  |             |
| Non-Clinical                                      |             |
| Leadership  |             |



| <b>C. Resources/Support/Current Status Report</b> |             |
|---|-------------|
|   | DESCRIPTION |
| Practice Supports                                 |             |
| Orientation                                       |             |
| Professional Development                          |             |

| <b>D. Lines of Inquiry</b>  |         |
|---|---------|
|   | DETAILS |
| 1. Do the staffing levels meet the patient population, accommodate replacement, orientation, and professional development?                              |         |
| 2. Does the assignment of nursing care maximize continuity of patient care?   |         |
| 3. Are staffs work life considerations and work preferences accommodated?   |         |
| 4. Are staffing levels and lines balanced to accommodate patient needs, nursing effort, experience, educational preparation and organizational demands? |         |
| 5. Is there adequate access to educational resources, i.e., conferences,  |         |

| <b>D. Lines of Inquiry</b>   |                |
|--|----------------|
|  | <b>DETAILS</b> |
| workshops, clinical instructors, library, other?   |                |
| 6. Do current practices promote autonomy? i.e., evidence-informed decision-making; full scope of practice; input into decisions that affect nursing practice and unit policies; opportunity to question processes when they do not support quality patient care. |                |
| 7. Do nurses have opportunities to be involved at various levels, i.e., care rounds, unit councils, to influence practice?   |                |
| 8. Are effective working relationships established with key stakeholders/colleagues? (Cross-organizational and within area of practice)  |                |
| 9. Are there mechanisms to support the integration of evidence-based practices, innovation, and quality improvement?   |                |
| 10. Are near misses and/or critical incidents used to improve practices?   |                |
| 11. Is there a forum in which nurses participate regularly to discuss professional/ethical issues at the unit level?   |                |
| 12. Are principles of client-centered care integrated into orientation?  |                |
| 13. Are the core processes of client-centered care enacted in care delivery (see client-centered care, pg. 20)   |                |

| <b>D. Lines of Inquiry</b>  |                |
|---|----------------|
|   | <b>DETAILS</b> |
| 14. Is there an established process to resolve conflict and enable problem-solving within the nursing team?   |                |
| 15. Are there established processes for recognizing and rewarding success?  |                |
| 16. Are there established processes for decision-making for a variety of circumstances such as emergencies, day-to-day functioning, long-term planning? |                |
| 17. Are there established processes for ensuring open channels of communication?  |                |

| <b>E. Glossary of Terms</b>  |
|--|
| <p><b>A. Practice Environment</b></p> <p><u>Incident Reports</u>: Hospitals across the province use a variety of incident reporting systems to document, collect, monitor, and analyze adverse events. Adverse events are unintended injuries or complications resulting from care management, rather than by the patient's underlying disease, and that lead to death, disability at the time of discharge or prolonged hospital stays (Canadian Adverse Event Study, 2004). Examples of adverse events include medication errors and falls. Please note the definition of adverse events is inclusive of critical incidents and near misses.</p> <p><u>Replacement Staff</u>: The availability of nursing staff needed in addition to baseline staff in order to maintain the appropriate workload for staff while meeting patient needs (RNAO, 2007). Examples include casual and part-time nursing pool, Nursing Resource Team/Unit, agency nurses and reassignment from one patient care unit to another.</p> |
| <p><b>B. Competency</b></p> <p><u>Nurse Competency (key skills/knowledge)</u>: Distribution of staff with minimum required RN and RPN entry to practice credential i.e.: BScN or diploma preparation (Important note: as of 2005, entry to practice for the RN is BScN and entry to practice for the RPN is diploma); and distribution of staff with nationally recognized nursing or health care specialty credential for example, Critical Care,</p>   |

## E. Glossary of Terms

Advanced Cardiac Life Support (ACLS), and Canadian Nurses Association (CNA) Specialty Certification.

### C. Resources/Support

Clinical: Nursing, physician, and other regulated health human resources examples include: Nursing Clinical Educators, Dietitians, Registered Respiratory Therapists, Physiotherapists and Pharmacists. The accessibility and availability of consultative resources should be considered.

Non-clinical: Unregulated human resources examples include clerical, porters and housekeeping.

Practice Supports: Tools that facilitate care provision examples include medical directives, care plans and pathways, policies, procedures, protocols, assessment tools and role descriptions. This can also include equipment and supplies.

## References

[http://rnao.ca/sites/rnao-ca/files/Professionalism\\_in\\_Nursing.pdf](http://rnao.ca/sites/rnao-ca/files/Professionalism_in_Nursing.pdf)

[http://rnao.ca/sites/rnao-ca/files/Developing\\_and\\_Sustaining\\_Effective\\_Staffing\\_and\\_Workload\\_Practices.pdf](http://rnao.ca/sites/rnao-ca/files/Developing_and_Sustaining_Effective_Staffing_and_Workload_Practices.pdf)

[http://rnao.ca/sites/rnao-ca/files/Collaborative\\_Practice\\_Among\\_Nursing\\_Teams.pdf](http://rnao.ca/sites/rnao-ca/files/Collaborative_Practice_Among_Nursing_Teams.pdf)

[http://rnao.ca/sites/rnao-ca/files/Client\\_Centred\\_Care.pdf](http://rnao.ca/sites/rnao-ca/files/Client_Centred_Care.pdf)

<http://rnao.ca//bpg/guidelines/person-and-family-centred-care.pdf>

Burkoski, V. (2013) London Health Sciences Centre – Professional Practice Assessment Tool

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DATED this 8<sup>th</sup> day of October 2021.

**ON BEHALF OF THE  
ONTARIO NURSES' ASSOCIATION:**

*Wicki M'Kenmore*

*Cathryn Day*

*Paula Mathas*

*Jim Lhuiga*

*Janice*

*Patricia*

*Audrey*

**ON BEHALF OF THE  
PARTICIPATING HOSPITALS:**

*JRE*

*Paul*

*Phil Cifarelli*

*JJ*

*Judith Belli*

*AK*

## **COLLECTIVE AGREEMENT**

Between:

**ST. JOSEPH'S HEALTH CARE LONDON**  
(Hereinafter referred to as the "Hospital")

And:

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

**Expiry Date: March 31, 2023**

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**APPENDIX 3 - SALARY SCHEDULES****Registered Nurse**

|                 | <b><u>1-Apr-21</u></b> | <b><u>1-Apr-22</u></b> |
|-----------------|------------------------|------------------------|
| <b>Start</b>    | \$33.90                | \$34.24                |
| <b>1 Year</b>   | \$34.06                | \$34.40                |
| <b>2 Years</b>  | \$34.62                | \$34.97                |
| <b>3 Years</b>  | \$36.34                | \$36.70                |
| <b>4 Years</b>  | \$38.05                | \$38.43                |
| <b>5 Years</b>  | \$40.19                | \$40.59                |
| <b>6 Years</b>  | \$42.36                | \$42.78                |
| <b>7 Years</b>  | \$44.52                | \$44.97                |
| <b>8 Years</b>  | \$47.69                | \$48.17                |
| <b>25 Years</b> | \$48.53                | \$49.02                |

**Registered Nurse Temporary License**

|              | <b><u>1-Apr-21</u></b> | <b><u>1-Apr-22</u></b> |
|--------------|------------------------|------------------------|
| <b>Start</b> | \$32.66                | \$32.99                |

**Nurse Clinician, Nurse Educator**

|                 | <b><u>1-Apr-21</u></b> | <b><u>1-Apr-22</u></b> |
|-----------------|------------------------|------------------------|
| <b>Start</b>    | \$35.14                | \$35.49                |
| <b>1 Year</b>   | \$35.28                | \$35.63                |
| <b>2 Years</b>  | \$35.83                | \$36.19                |
| <b>3 Years</b>  | \$37.59                | \$37.97                |
| <b>4 Years</b>  | \$39.31                | \$39.70                |
| <b>5 Years</b>  | \$41.49                | \$41.90                |
| <b>6 Years</b>  | \$43.74                | \$44.18                |
| <b>7 Years</b>  | \$45.98                | \$46.44                |
| <b>8 Years</b>  | \$49.21                | \$49.70                |
| <b>25 Years</b> | \$50.10                | \$50.60                |

**Unit Leader – Cataract Suite**

|                 | <b><u>1-Apr-21</u></b> | <b><u>1-Apr-22</u></b> |
|-----------------|------------------------|------------------------|
| <b>Start</b>    | \$35.90                | \$36.24                |
| <b>1 Year</b>   | \$36.06                | \$36.40                |
| <b>2 Years</b>  | \$36.62                | \$36.97                |
| <b>3 Years</b>  | \$38.34                | \$38.70                |
| <b>4 Years</b>  | \$40.05                | \$40.43                |
| <b>5 Years</b>  | \$42.19                | \$42.59                |
| <b>6 Years</b>  | \$44.36                | \$44.78                |
| <b>7 Years</b>  | \$46.52                | \$46.97                |
| <b>8 Years</b>  | \$49.69                | \$50.17                |
| <b>25 Years</b> | \$50.53                | \$51.02                |

The hourly rate for the Unit Leader – Cataract Suite will be maintained at the Registered Nurse straight time hourly rate plus the responsibility pay provided for in Article 19.04 (d). In the event the quantum of pay in Article 19.04(d) is increased the same increase will be made to the above rates.

**Pod Coordinator, Care Coordinator and Community Liaison Coordinator**

|                 | <b><u>1-Apr-21</u></b> | <b><u>1-Apr-22</u></b> |
|-----------------|------------------------|------------------------|
| <b>Start</b>    | \$36.60                | \$36.97                |
| <b>1 Year</b>   | \$36.66                | \$37.03                |
| <b>2 Years</b>  | \$37.15                | \$37.52                |
| <b>3 Years</b>  | \$38.84                | \$39.23                |
| <b>4 Years</b>  | \$40.56                | \$40.97                |
| <b>5 Years</b>  | \$42.70                | \$43.13                |
| <b>6 Years</b>  | \$44.85                | \$45.30                |
| <b>7 Years</b>  | \$47.04                | \$47.51                |
| <b>8 Years</b>  | \$50.25                | \$50.75                |
| <b>25 Years</b> | \$51.11                | \$51.62                |

**Primary Care Nurse Practitioner**

The parties agree that there are no incumbents in the above classification and that in the event that the classification is reintroduced into the bargaining unit that Article 19.08 of the Collective Agreement shall apply.

**APPENDIX 4 - SUPERIOR CONDITIONS****AWARDED BY THE CENTRAL  
ARBITRATION AWARD DATED OCTOBER 23, 1981**

| Clause #<br>Central Award<br>(Full-time) | Applicable Clause from existing Collective<br>Agreement 1978 – 1980 |
|--|---|
|--|---|

---

(Applicable to Parkwood Institute Main Building only)

|                  |  |
|------------------|--|
| 19.09 NOTE 19.01 | For the classification of Charge Nurse, Assistant Head Nurse and Staff Education Instructor, the following education increments shall be paid in addition to the employee's regular rate of pay: <ul style="list-style-type: none"> <li>(a) Nursing Unit Administration Course (CHA and CNA)               <ul style="list-style-type: none"> <li>– \$15.00 per month</li> </ul> </li> <li>(b) One (1) year University Diploma in Nursing               <ul style="list-style-type: none"> <li>– \$40.00 per month</li> </ul> </li> <li>(c) Bachelor of Nursing Science               <ul style="list-style-type: none"> <li>– \$80.00 per month</li> </ul> </li> <li>(d) Master of Nursing Science               <ul style="list-style-type: none"> <li>– \$120.00 per month</li> </ul> </li> </ul> |
| 12.01            | Nurses employed at either the Parkwood Institute Mental Health Care Building or the Southwest Centre for Forensic Mental Health Care as of January 8, 2015 will be covered under the 1992 Hospitals of Ontario Disability Income Plan.   |
| 15.05            | The application of the award from Grievance Settlement Board OPSEU (Simcoe) #1725/91 and OPSEU (Chew) #3440/92 as outlined in Memorandum of Agreement Statutory Holiday Entitlements between OPSEU Local 152 Registered Nurse and St. Joseph's Health Care London Collective Agreement Expiry March 31, 2014 will be grand-parented to those Registered Nurses in receipt of this condition as of January 8, 2015.   |

Applicable to Nurses employed at either the Parkwood Institute Mental Health Care Building or the Southwest Centre for Forensic Mental Health Care as of January 8, 2015:

- 18.07 (d)            If an employee refuses to take the vaccine required under this provision, she may be reassigned or may be placed on an unpaid leave of absence during any influenza outbreak in the hospital 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.



**ARTICLE A – RECOGNITION**

- A.1 The Hospital recognizes the Union as the exclusive bargaining agent for all Registered Nurses and Nurses with temporary Certificate of Registration employed in a nursing capacity by the Hospital, save and except Managers/ Operational Leaders/ Service Coordinators/ Directors/ In Charge Nurses/ Supervisors/ Nursing Coordinators and persons above the rank of these positions/classifications; Division Programs Service Coordinators; Nurse in Charge Central Supply; Occupational Health and Safety Nurses; Infection Control Nurses and Practitioners; Employee Health Nurses; Clinical Nurse Specialists; Profession Practice Leader, and employees for whom, any other trade union holds bargaining rights.
- A.2 Where the term "Hospital" is used throughout this entire Collective Agreement, it shall mean St. Joseph's Health Care London, and all outlying clinical areas, or any other extension of St. Joseph's Health Care London.

**ARTICLE B – MANAGEMENT RIGHTS**

- B.1 The Union acknowledges that it is the exclusive function of the Employer to manage and direct its operations and affairs in all respects and, without limiting or restricting that function:
- (a) To maintain order, discipline and efficiency;
  - (b) To determine the number and location of the Employer's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Employer's Hospital; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interests of safety and well-being of the Employer's patients and the public;
  - (c) To make, alter and enforce reasonable rules and regulations to be observed by the employees;
  - (d) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge nurses, and to assign nurses to tours and to increase and decrease working forces.
  - (e) It is understood that the Employer will exercise their rights in a fair and consistent manner.

- B.2 The powers and authority given under this Article B will not be exercised in violation or breach of this Agreement or any of the provisions thereof.

### **ARTICLE C – UNION REPRESENTATIVES**

C.1 Employee Representatives

The Employer will recognize one (1) Employee Representative for each patient care area/unit of the Hospital. An employee of the Hospital requesting an Employee Representative be present during discussions will use the Employee Representative assigned to that unit/area, if available.

C.2 Union Interview

The Employer shall allow new employees at the time of their orientation, thirty (30) minutes to meet with a Union Representative at a time and place predetermined and specified by the Employer.

Nurses transferred into the ONA bargaining unit from a non-ONA position will be allowed thirty (30) minutes to meet with a Union Representative.

### **ARTICLE D – COMMITTEE REPRESENTATION**

D.1 Grievance Committee

The Employer will recognize a Grievance Committee of five (5) employees, one (1) of whom shall be the Chair and which will be either full-time or part-time employees of the Hospital. The purpose of the committee is to attend grievance meetings as herein provided.

D.2 Negotiation Committee

The Hospital will recognize a Negotiation Committee of up to eight (8) nurses from the Bargaining Unit. Nurses on the Negotiating Team will be scheduled to work the day tour on days that the Negotiating Teams are meeting and will be paid as though they had worked.

D.3 Hospital Association Committee

The Hospital will recognize a Committee of six (6) nurses from the Bargaining Unit. Each party may have alternates to replace a member from time to time.

- D.4 It is understood the above Committees will be representative of employees at all sites.

#### D.5 Joint Health and Safety Committee

The Employer will recognize on the Hospital committee, up to eight (8) members from the bargaining unit. The Employer shall recognize one (1) ONA member as a certified worker pursuant to the Occupational Health and Safety Act from St. Joseph's Hospital and one (1) ONA member from Mount Hope and one (1) ONA member from Parkwood Institute Main Building and one (1) ONA member from Parkwood Institute Mental Health Care Building and one (1) ONA member from Southwest Centre for Forensic Mental Health Care and one (1) ONA member from Elgin Act 1 & 2 and one (1) ONA member from London ACT 1&2 and one (1) ONA member from Family Medical Centre as certified members. Currently there are eight (8) separate committees and it is understood that one (1) member of the committee will be from each of St. Joseph's Hospital and Parkwood Institute Main Building and Parkwood Institute Mental Health Care Building and Southwest Centre for Forensic Mental Health Care and from Mount Hope and Elgin ACT 1&2 and London ACT 1&2 and Family Medical Centre.

#### D.6 Professional Development Committee

The Hospital will recognize a committee of five (5) nurses from the Bargaining Unit, one (1) of whom will be the Bargaining Unit President/or designate. The Hospital shall be entitled to have up to five (5) representatives on this committee in accordance with Article 9.01 of the Central Hospital Agreement.

#### D.7 Professional Development

Registered Nurses will be considered for professional development as outlined in Article 11.09 of the Central Hospital Agreement.

Further, any other expenses such as transportation, registration and subsistence that the Employer chooses to reimburse, will be discussed prior to the nurse commencing the education.

The Professional Development Committee will review available educational opportunities and assist in ensuring notices are forwarded to all nurses in the specific unit(s) for accessibility.

#### D.8 Eligibility for Mentorship

The Employer will provide, on a regular basis, all nurses with the opportunity to indicate their interest, in writing, to assume a mentorship role. Application forms will be available on each of the units

In selecting a Mentor, the Director/designate will take into account the following skills and experience:

- i) Demonstrated, relevant clinical experience

- ii) Understanding of adult learning principles
- iii) Sound knowledge base
- iv) Effective communication skills
- v) Critical thinking and problem-solving skills
- vi) Willingness and ability to share knowledge and skills

The Director/designate, in consultation with the Educator (if applicable), will select and assign the Mentor for a given mentoring relationship.

The Mentor will be paid for doing this assigned responsibility a premium in accordance with Article 9.08(c) of the Central Hospital Agreement, in addition to his or her regular salary and applicable premium allowance.

## **ARTICLE E – LEAVES FOR UNION BUSINESS**

- E.1 In accordance with Article 11 of the Central Hospital Agreement leave of absence for Union business will be as follows:
- (a) no more than ten (10) nurses off at any one time.
  - (b) no more than one (1) nurse off on any one (1) unit at any one (1) time. Consideration will be given to more than one (1) nurse off on a unit at any given time. Such requests will not be unreasonably denied. On units with twenty (20) or more bargaining unit nurses, a maximum of two (2) nurses may be absent concurrently for such leave.
  - (c) no more than one hundred and twenty (120) working days in total for any single calendar year to be taken off by the Bargaining Unit. Union leave for the Bargaining Unit President will not be included in the one hundred and twenty (120).
- E.2 Requests for leave shall be filed in writing signed by the Union Representative two (2) weeks prior to the period of the leave requested. The Employer will consider applications with less notice in emergency cases.
- E.3 (a) The Employer shall grant the Bargaining Unit President or her/his designate three (3) 11.25 hour tours or five (5) 7.5 hour tours leave of absence per six (6) week schedule without pay to attend to the Bargaining Unit's business. In an emergency, there will be a minimum of twelve (12) hours' notice for granting of such a leave provided patient care needs can be met. The Hospital will provide for four (4) paid shifts per six (6) week schedule of eleven and one quarter hour (11.25) tours to the Bargaining Unit President to conduct Union business and to attend to matters of labour.

- (b) Accumulated time owing at straight time, as a result of a Bargaining Unit President or/designate assisting the Employer with Program transfers/consolidations will be taken as a full shift off at a mutually agreeable time.

#### E.4 Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to employees elected to the position of Local Co-ordinator. The request must be made in writing. The Union will provide the Hospital with two (2) weeks notice prior to the commencement of the leave. In extenuating circumstances this time may be reduced. It is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

### **ARTICLE F – BULLETIN BOARDS**

- F.1 The Employer will provide bulletin board space for the purpose of posting notices regarding meetings and other matters pertaining to the Union and its members. All such notices must be signed by an Officer of the Union prior to being posted. In order to assist with communications with its members, ONA will have access to an electronic bulletin board on the Hospital's intranet.

### **ARTICLE G – SENIORITY LISTS**

- G.1 The Hospital-wide Ontario Nurses' Association Bargaining Unit Full-time and Part-time seniority list will be compiled effective February 1st and August 1st and will be posted March 1st and September 1st of each year. These lists will be available through the Hospital and Union representatives and in the Human Resources Department.
- G.2 The seniority list will contain the seniority date and the last date of hire into the Hospital for full-time employees and accumulated seniority hours and the last date of hire into the Hospital for part-time employees.

### **ARTICLE H – PAID HOLIDAYS**

- H.1 The following are the Paid Holidays which will be observed for the purpose of this Agreement, namely:

|                            |                                     |
|----------------------------|-------------------------------------|
| New Year's Day – January 1 | Family Day (3rd Monday in February) |
| Good Friday                | Easter Monday                       |
| Victoria Day               | Canada Day – July 1                 |
| Civic Holiday              | Labour Day                          |
| Thanksgiving Day           | Remembrance Day – November 11       |

Christmas Day – December 25

Boxing Day – December 26

Where an employee is scheduled to be off duty on a holiday weekend the Employer will normally schedule her/him off duty on the holiday. e.g. Monday or Friday. Likewise if a nurse is scheduled to work on a holiday weekend she/he shall normally be scheduled to work on the holiday. This Article shall not apply to Christmas Day, Boxing Day or New Year's Day.

**Note:** the above scheduling provision does not apply to employees working the extended tour or a 2D2N rotation

**APPLIES TO PART-TIME ONLY:**

When an employee is scheduled to work the weekend preceding a paid Monday holiday, the Hospital will endeavour to schedule her/him to work such holiday, if work is available except where such tour is required to fulfil the commitment of another employee.

H.2 Nurses shall be paid premium pay in accordance with Articles 14 and 15 of the Central Hospital Agreement as may be appropriate for all hours worked between 0001 hours and 2400 hours on the days so listed in Article H.1.

H.3 (a) A blank Christmas and New Year's Preference Sheet will be posted in each unit no later than September 1<sup>st</sup> in each year and each employee in the unit shall indicate whether she/he wants to be scheduled off over the Christmas period or over the New Year's period, by October 1<sup>st</sup> of each year. In the event an employee's preference cannot be granted, it shall be granted the following year. The schedule reflecting the Christmas period and the New Year's period will be posted by November 1<sup>st</sup> of each year.

The Christmas and New Year's schedule will be posted as a draft two (2) weeks prior to the posting date for review by employees. The employee will have one week to review and notify their Director/Coordinator of errors or changes.

(b) The Employer shall schedule each employee off duty for five (5) consecutive days at either Christmas or New Year's, except where the nurse requests a lesser entitlement. Nurses may request that they remain on their normal rotation over the holiday period provided this request does not provide the nurse with both holidays off or interferes with the scheduling of the five (5) days for other nurses. Such requests will not be unreasonably denied.

The Christmas period is defined as December 24th commencing at 0700 hours until 0700 hours December 27th. The New Year's period is defined as December 31st commencing at 0700 hours until 0700 hours January 2nd of any year. If the normal start time of a tour for a unit is something other than 0700 then the normal start time of the

tour would replace 0700 in this article. Time off or time worked, if required, for either the Christmas period or New Year's period will include this time frame.

- (c) The Hospital will endeavour to schedule nurses for no more than two (2) 11.25 hour tours or two (2) 9.375 hour tours or five (5) 7.5 hour tours over the Christmas period or the New Years period. If operationally feasible nurses may be scheduled off for Christmas and New Year's this will be done by seniority.
- (d) The terms of this Article H.3(b) do not apply to those employees working in units where they are not normally scheduled to work on Saturdays and Sundays or Paid Holidays.
- (e) During the period of December 15th until January 15th the Employer will endeavour to observe the provisions and conditions respecting work scheduled.
- (f) Vacation requests for the period mid-December to mid-January will be considered on an individual basis, subject to staffing requirements and providing it does not interfere with time off of other employees over Christmas and New Year's.

#### H.4 **APPLIES TO FULL-TIME ONLY:**

- (a) Lieu days off will be scheduled forty-five (45) days prior to or following such paid holidays or at a time mutually agreed upon or payment shall be made in accordance with Article 15.03 of the Central Hospital Agreement.
- (b) A nurse may accumulate a maximum of three (3) lieu days at any given time. These lieu days may be taken at a time mutually agreed upon.

#### H.5 Accumulated Time Owing

##### **APPLIES TO FULL-TIME ONLY:**

- (a) Accumulated time owing as referred to in Article 14.09 of the Central Hospital Agreement, shall be taken at a mutually agreeable time within the same fiscal year, or payment shall be made at the employee's request in accordance with Article 14.09 of the Central Hospital Agreement.

##### **APPLIES TO PART-TIME ONLY:**

- (b) Part time nurses may accumulate in lieu time owing for hours on which they would be entitled to receive premium payment pursuant to Article 14.09. It is understood that this accumulated time may be

utilized to supplement wages and may be used to replace a scheduled tour including a tour that is cancelled. Further it is understood that the maximum amount of time an employee can accumulate is thirty-three and three quarter (33.75) hours. Accumulated lieu time shall be taken at a mutually agreeable time within the same fiscal year or payment shall be made at the end of the fiscal year.

**Note:** The Current year St. Joseph's Health Care London is April 1<sup>st</sup> to March 31<sup>st</sup> and is subject to change at any time.

## H.6 **APPLIES TO FULL-TIME ONLY:**

The scheduling of all off duty days including annual vacation as provided in this Agreement shall be conditional upon the availability of qualified staff to provide efficient and proper care of patients at all times, as required by the Employer.

## **ARTICLE I – VACATION**

- I.1 (a) The Hospital will post by March 1 a vacation planner in each scheduling unit to cover the period from May 15th to November 15th in each year and each nurse employed in the unit should indicate prior to March 24th her/his preference for that vacation; in the event of conflict, seniority shall govern. Employees will only be able to utilize their seniority to secure three (3) weeks of vacation, inclusive within the months of June, July and August and will only be able to have one (1) single day of vacation granted in each of the months of June, July and August. Preference for the granting of vacation shall be given to those employees who request a week of vacation (a week is defined as seven (7) consecutive calendar days off) in accordance with the unit's vacation planner. The vacation schedule shall be confirmed by April 15th. Any remaining vacation time or vacation time that becomes available between May 15 and November 15 shall first be offered to nurses whose vacation requests have been denied and thereafter be granted on a first come first serve basis.

Vacation quotas will not be unreasonable. Notwithstanding, the Hospital will endeavour to schedule a minimum of one (1) Full -Time and one (1) Part-Time scheduled off at any one time. It is understood that vacation quotas for each classification shall be separate.

The Hospital will post by September 1st a vacation planner in each scheduling unit to cover the period from November 15th to May 15th in each year and each nurse employed in the unit should indicate prior to September 23<sup>rd</sup> her/his preference for that vacation; in the event of conflict, seniority shall govern. The vacation schedule shall be confirmed by October 15th. Any remaining vacation time or



vacation time that becomes available between November 15 and May 15 shall first be offered to nurses whose vacation requests have been denied and thereafter be granted on a first come first serve basis.

Once approved, vacation may only be cancelled by the nurse during the period up to two (2) weeks prior to the posting of the schedule.

Vacation days will not be changed to be paid by Accumulated Time Owing or Personal Leave of Absence.

Where an employee has not schedule their entire earned vacation entitlement by October 1<sup>st</sup> of each calendar year, the Hospital will meet with the employee to discuss the scheduling of such vacation. The employee may request to carry over up to 75 hours from one calendar year to the next calendar year, which must be scheduled within that calendar year. It is understood that vacation earned in the calendar year is to be taken within the same calendar year.

(b) Vacation requests not submitted on the vacation planner are approved subject to the following:

i) they shall not conflict with previously approved vacation requests and are granted in the order they are received, and

ii) **(APPLIES TO FULL-TIME ONLY)**

Saturday/Sunday only vacation requests may be granted during July and August, however, it is understood that requests for a week of vacation shall take precedent. Requests will not be unreasonably denied.

I.2 A vacation planner for each classification shall be posted in all units. Vacation quotas will posted on the vacation planners.

I.3 (a) The Employer shall give every consideration to the preference of employees as to which time the employees desire their vacation but of necessity the final decision as to the scheduling of vacations remains with the Employer. Notice shall be posted in all departments giving employees an opportunity to indicate the time desired for their vacation. Where more employees have indicated the same period of time than the Hospital can reasonably grant, preference for the choice of vacation periods shall be given to employees having the longest period of seniority with the Employer. Allocation of vacation periods shall be subject to the Employer's requirements in maintaining adequate, capable staff as required by it, to provide patient care in all departments of the Hospital.

**(b) APPLIES TO FULL-TIME ONLY:**

If preferred, a nurse may request scheduling of her vacation in periods of single days to a maximum of eight (8) single days off, extended tour or short tour, or part days, with a minimum of two (2) weeks' notice to her/his Director/Coordinator or delegate; unless the notice is less by mutual agreement except in the months of June, July and August, where such single day requests will be handled in accordance with I.1.

I.4 An employee voluntarily transferring from one unit to another unit shall notify her/his Coordinator/Director or delegate in the new unit of her/his vacation preference. The Employer shall use its best endeavour to accommodate the employee.

**I.5 APPLIES TO FULL-TIME ONLY:**

All full-time registered nurses at St. Joseph's Health Care London will have a vacation year entitlement based on their service anniversary date. Vacation accrued by December 31 in any year is to be taken between January 1 and December 31 of that same year.

**I.6 APPLIES TO PART-TIME ONLY:**

Leave of absence without pay in lieu of vacation shall be granted to each regular part-time nurse on the same basis as the full-time nurse. It is understood that part-time nurses will be granted this time in periods of one (1) week duration. During the vacation LOA period, one (1) of the total weekends off, under this clause, can be counted as one (1) weekend commitment if the nurse chooses.

I.7 If the schedule is not posted prior to the employee leaving on vacation, the employee will inquire as to the date and time of her return to work. The request would be made to the Director/Coordinator.

**ARTICLE J – DEFINITIONS OF PART-TIME NURSES****APPLIES TO PART-TIME ONLY:**

J.1 The term Part-Time in these local provisions, is reserved for the designation of regular part-time as defined in Article 2.05 of the Central Hospital Agreement. It is understood that a part-time nurse would not be scheduled for more than one tour in a twelve (12) hour period.

(a) Part-time commitment for weekends shall be no more than half of the weekends of a posted schedule where needed but in no case shall the nurse be required to work more than two (2) consecutive weekends or parts thereof; and where an employee is scheduled to

be on duty for three (3) consecutive weekends, the employee will be paid premium payment in accordance with Article 14.03 of the Central Hospital Agreement for the weekend tours worked on the third (3rd) weekend and each successive weekend until she is scheduled for an off-duty weekend save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) such employee has requested weekend work; or
  - iii) such weekend is worked as the result of an exchange of tours with another employee.
- (b) A minimum of forty-eight (48) scheduled hours biweekly, as required and scheduled by the Employer. For the purposes of this Article, a week is defined as the period 0700 hours Friday until 0700 hours the following Friday. Part-time nurses who wish to work in excess of forty-eight (48) hours biweekly shall indicate their desire in writing to their Director so that said nurses may be scheduled in excess when there is work available; however, it is understood and agreed that this clause does not require the Hospital to schedule a regular part-time nurse for any excess tours available. It is understood that should the minimum hours not be available in a particular biweekly period the Employer is only obligated to schedule the available hours.
- (c) Available to work as scheduled on either
- i) Christmas Period as defined in Article H.3 (b)
  - or
  - ii) New Year's Period as defined in Article H.3 (b)
- (d) Available to work as scheduled on four (4) of the remaining Paid Holidays.
- (e) Scheduled for no more than five (5) consecutive eight (8) hour tours unless mutually agreed, four (4) consecutive ten (10) hour tours, or three (3) consecutive twelve (12) hour tours.

J.2 Prior to the posting of the schedule all regular part-time nurses in a unit or program will be scheduled up to their committed hours by seniority. When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses on the basis of seniority on the unit or program in accordance with their availability.

J.3 A Casual Part-Time Nurse is defined in Article 2.05 of the Central Hospital Agreement.

- (a) Casual part-time nurses will declare on a six (6) week basis their availability or non-availability for work on specified days for the next six (6) week period.
- (b) A casual part time nurse may be scheduled at a mutual agreeable time up to 6 (six) tours in a year in order to maintain competency on the unit. It is understood that these tours will be in addition to any required mandatory education. It is further understood that the nurse may be required to work on a day tour.
- (c) A nurse who declares herself available for any tour and later becomes unavailable for work shall notify the Hospital as soon as this change of circumstances becomes known.
- (d) The list of casual nurses will be reviewed by the Hospital Association Committee on an annual basis.

J.4 **APPLIES TO PART-TIME ONLY:**

Tours of Less than 8 (eight) hour Scheduling

Where part-time nurses are scheduled to work less than a normal tour (7.5 hours), Article J applies in its entirety except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than seven and one-half (7.5) hours to a reasonable level;
- (b) No part-time nurse shall be scheduled solely on tours which are comprised of less than seven and one-half (7.5) hours in any pay period except where such arrangements are requested by the nurse or except in units of the Hospital such as clinics where the routine hours of operation are less than seven and one-half (7.5) hours.
- (c) Where a part time nurse is required to work longer than the scheduled tour, she will be paid an overtime premium payment in accordance with Article 14 of the Collective Agreement.
- (d) The Employer will notify the Union prior to introducing new schedules that are less than eight (8) hours on an ongoing need or requirement.

**ARTICLE K – SCHEDULING NORMAL TOURS – 8 HOUR TOURS**

- K.1 Scheduling shall be determined by the Hospital to maintain adequate and capable staff in order to provide proper patient care in all departments.
- K.2 (a) The Hospital will endeavour to permit nurses presently regularly working the same tour on a permanent basis to continue to do so.

The Hospital reserves the right to require any employee, normally working a permanent tour, to work other tours for the purposes of reorientation or otherwise; the Hospital will give consideration to all applications from employees requesting that they be assigned on a regular basis to any tour. Such application should be in writing and submitted to the Director/Coordinator or delegate. Where the application of an employee has been accepted to work continuously on one tour, the arrangements may be terminated at any time by the Employer and the nurse required to work other tours for purposes of reorientation or otherwise.

- (b) It is understood that at Parkwood Institute Main Building scheduling practices will be maintained with employees working two (2) tours, e.g. Days/Evenings, Days/Nights or working three (3) tours, if mutually agreeable.

St Joseph's Hospital/Mount Hope: In respect of employees who normally rotate on all three (3) tours, the Employer may require employees to rotate on all tours on an equitable basis.

- K.3 The parties understand and agree that where the Employer in any Article contained in this Agreement, undertakes or agrees to endeavour to schedule or to endeavour to observe conditions or provisions respecting scheduling, as herein contained, the Employer shall be obliged to meet such endeavour only if it may do so using available existing staff (without relief staff), without additional expense and without breaching other Agreements or undertakings respecting scheduling and without adversely affecting the Employer's staffing requirements to maintain proper patient care.
- K.4 An employee wishing to change her/his scheduled tour shall submit the request in writing to her/his Director/Coordinator and delegate co-signed by the employee who agrees to work the tour at least forty-eight (48) hours prior to the commencement of the tour. Consideration will be given with less on an emergency basis. Such request shall not be unreasonably denied. It is understood that such change in posted time scheduled initiated by the nurse and approved by the Employer shall not result in overtime payment for either of the nurses involved.
- K.5 During the period of December 15th until January 15th the Employer will endeavour to observe the provisions and conditions respecting work scheduled.
- K.6 In accordance with Article 14.10 of the Central Hospital Agreement, the evening tour shall be defined as either 1500 hours to 2300 hours or 1530 hours to 2330 hours and the night tour shall be defined as either 2300 hours to 0700 hours or 2330 hours to 0730 hours, or such other hours, depending on the normal starting time of the day tour in the unit.

K.7 Rest periods shall be taken at a time or times as scheduled or specified by the Employer.

K.8 It is understood that a weekend off consists of fifty-six (56) consecutive hours off work during the period 1500 hours Friday until 0700 hours of the following Monday. On weekends where nurses are required to work, they shall be available to work tours as required between 2300 hours Friday to 0700 hours Monday.

K.9 **APPLIES TO FULL-TIME ONLY:**

Forty-eight (48) hours off duty will be scheduled following a change in scheduled hours from nights. If less than forty-eight (48) hours off duty are scheduled following a change in scheduled hours from nights, premium pay will be paid.

**APPLIES TO PART-TIME ONLY:**

A minimum of forty-eight (48) hours off duty shall be scheduled between a change of tours following night tour only at the time when the six (6) week schedule is posted or premium pay will be paid except where mutually agreed.

K.10 **APPLIES TO FULL-TIME ONLY:**

A period of approximately fifteen (15) consecutive hours off duty will be scheduled between changes of tour. If less than fifteen (15) consecutive hours off duty are scheduled between changes of tour, premium pay will be paid.

K.11 **APPLIES TO FULL-TIME ONLY:**

The Hospital will endeavour to schedule so that at least fifty percent (50%) of the tours shall be the day tour averaged over a twelve (12) week period. It is understood and agreed that this clause shall not apply to any nurse who, at her request and with the consent of the Hospital, works a tour on a permanent basis.

Where fifty percent (50%) or more of the hours of a scheduled tour fall before 1500 hours, then the shift is designated day shift for purposes of scheduling commitment.

K.12 **APPLIES TO FULL-TIME ONLY:**

The Employer agrees:

- (a) Employees shall not be scheduled to work more than seven (7) consecutive working days. Premium pay will be paid for each day worked in excess of seven (7) consecutive working days.

- (b) i) The Employer will endeavour to ensure that employees are scheduled to be off duty at least three (3) weekends in the six (6) week period.
- ii) Where an employee is scheduled to be on duty for three (3) or more consecutive weekends, the employee will be paid premium payment in accordance with Article 14.03 for the weekend tours worked on the third and any successive weekends until she/he is scheduled off duty for a weekend save and except where:
  - A) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - B) such employee has requested weekend work; or
  - C) such weekend is worked as the result of an exchange of tours with another employee.
- (c) Employees will be scheduled two (2) consecutive days off at a time unless mutually agreed.

K.13 **APPLIES TO PART-TIME ONLY:**

Part-time employees covered by this Agreement will not be scheduled or required to work more than five (5) tours in any work week except with the consent of the employee.

- K.14 The Employer will not unilaterally impose a permanent shift schedule on any unit without first discussing the proposed schedule with the Union, and, it is agreed that permanent shifts will not be scheduled in a manner that is inconsistent with the other provisions of this collective agreement without the consent of the union.

**ARTICLE L – SCHEDULING EXTENDED TOURS – 12 HOUR TOURS**

- L.1 (a) A longer daily tour (extended tour-12 hours) shall be introduced into any unit when:
- i) eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
  - ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably arbitrary manner.

- iii) where the scheduling of job share may be affected by the extended tour vote, the job share arrangement shall then have one vote. Where the partners can't agree, then the partner with the most bargaining unit seniority shall cast the vote.
- (b) A longer daily tour (extended tour-12 hours) may be discontinued in any unit when:
- i) fifty-one percent (51%) of the nurses in the unit so indicate by secret ballot; or
  - ii) the Hospital because of
    - A) adverse effects on patient care,
    - B) inability to provide a workable staffing schedule, states its intention to discontinue the longer daily tour (extended tour) in the schedule.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
- i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - ii) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

L.2 Scheduling shall be determined by the Hospital to maintain adequate and capable staff in order to provide proper patient care in all departments.

L.3 Rest periods shall be taken at a time or times as scheduled or specified by the Employer.

L.4 An employee wishing to change her/his scheduled tour shall submit the request in writing to her/his Director/Coordinator or delegate co-signed by the employee who agrees to work the tour at least forty-eight (48) hours prior to the commencement of the tour. Consideration will be given with less on an emergency basis. Such request shall not be unreasonably denied. It is understood that such change in posted time scheduled initiated by the nurse and approved by the Employer shall not result in overtime payment for either of the nurses involved.

L.5 The Employer agrees:



**(a) APPLIES TO FULL-TIME AND PART-TIME:**

The employee will not be scheduled to work more than three (3) consecutive tours. Premium pay will be paid for each day worked in excess of three (3) consecutive tours.

**(b) APPLIES TO FULL-TIME ONLY:**

i) The employee will be scheduled off duty every other weekend. A weekend shall be defined as seventy-two (72) consecutive hours off duty between 0700 Friday and 0700 Tuesday. On weekends where nurses are required to work, they shall be available to work tours as required between 1900 hours Friday and 0700 hours Monday.

ii) An employee will receive premium as defined in Article 14.03 for all hours worked on a third (3<sup>rd</sup>) consecutive and all subsequent consecutive weekends until a weekend off is received, save and except where:

- A) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse, or
- B) such nurse has requested weekend work, or
- C) such weekend worked is the request of an exchange of tours with another nurse.

**APPLIES TO PART-TIME ONLY:**

For nurses working extended tours a weekend off consists of seventy-two (72) hours off duty between 0700 Friday and 0700 Tuesday following. On weekends where nurses are required to work, they shall be available to work tours as required between 1900 hours Friday and 0700 hours Monday.

**(c) APPLIES TO FULL-TIME ONLY:**

The Hospital will endeavour to schedule a period of at least twelve (12) consecutive hours off duty between tours.

**(d) APPLIES TO FULL-TIME ONLY:**

In extended tour units or areas, the Hospital will endeavour to schedule seventy-two (72) consecutive hours off duty when switching from night to day tour.

**APPLIES TO PART TIME ONLY:**

In extended tour areas, the Hospital will endeavour to schedule seventy-two (72) consecutive hours off duty when switching from night to day tour except where mutually agreed. It is understood that this provision applies only to those hours scheduled by the Hospital in the construction of the six (6) week schedule and does not apply to those shifts that may become available during the six (6) week scheduling period.

**(e) APPLIES TO FULL-TIME ONLY:**

There will be no scheduling of split days off unless as a result of a request by the employee.

**(f) APPLIES TO FULL-TIME ONLY:**

The Employer will endeavour to schedule employees to work two (2) consecutive weeks of night tours followed by two (2) consecutive weeks of day tours.

**(g) APPLIES TO FULL-TIME ONLY:**

The full-time employee will normally be scheduled to work on the basis of twenty (20) tours in a six (6) week scheduled period.

**L.6****COMBINATON SCHEDULES**

Combination schedules shall be introduced in a unit when:

- (a) eighty percent (80) of the nurses in the unit so indicate by secret ballot and
- (b) the hospital agrees to implement the combination rotation, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (c) for nurses who indicate they do not wish to work combination schedules, the Hospital will endeavour to schedule these employees in a normal tour rotation.
- (d) Where the scheduling of Job Sharers may be affected by any vote to determine this language, the job share arrangement shall then have one (1) vote. Where the partners cannot agree, then the partner with the most bargaining unit seniority shall cast the ballot.

The combination schedule may be discontinued in any unit when:

- (a) fifty-one percent (51%) of the nurses in the unit so indicate by secret ballot, or
- (b) the Hospital because of:
  - i) adverse effects on patient care;
  - ii) inability to provide a workable staffing schedule;
  - iii) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.

**APPLIES TO FULL-TIME AND PART-TIME:**

Nurses who work schedules where seven and one-half (7.5) and eleven and one-quarter (11.25) hours are combined, shall not work consecutive tours of more than:

- i) two (2) extended tours (11.25) and two (2) normal daily tours (7.5).
- ii) three (3) normal daily tours (7.5) and one extended tour (11.25).

Should a nurse work more than the consecutive tours referred above, she shall be paid in accordance with Article 14.03.

- iii) minimum time off after change from night tour shall be forty-eight (48) hours but where possible it should be seventy-two (72) hours.
- iv) there shall be no scheduling of split days off unless as a result of a request by the employee.
- v) It is understood that a weekend off consists of fifty-six (56) consecutive hours off work during the period 1500 hours Friday until 0700 hours of the following Monday. On weekends where nurses are required to work, they shall be available to work tours as required between 2300 hours Friday to 0700 hours Monday.

**ARTICLE M – SCHEDULING EXTENDED TOURS – 2D 2N ROTATION**

- M.1 When the Hospital and the Union agree, the 2D 2N extended tour schedule shall be instituted when eighty percent (80%) of the employees on a particular nursing unit have so indicated by secret ballot. For employees who indicate to their Director/Coordinator that they do not wish to work extended tours, the Hospital will endeavour to schedule these employees on a normal tour rotation.

When less than eighty percent (80%) of the staff on a particular nursing unit vote, as outlined in paragraph 1, in favour of the 2D 2N extended tour schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination 2D 2N extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular Unit.

The eighty percent (80%) figure above may be varied by mutual agreement between the parties.

The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to in Paragraph 1.

Where the scheduling of Job Sharers may be affected by any vote to determine this language, the job share arrangement shall then have one (1) vote. Where the partners cannot agree, then the partner with the most bargaining unit seniority shall cast the ballot.

M.2 At any meeting with the Employer to discuss the 2D 2N schedule, a member of the Local executive should be in attendance.

M.3 The 2D 2N schedule may be discontinued in any unit when:

- (a) fifty-one percent (51%) of the employees in a unit so indicate by secret ballot; or
- (b) The Hospital decided to do so because of:
  - i) adverse effects on patient care, or
  - ii) inability to provide a workable staffing schedule, or
  - iii) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule;
- (c) When notice of discontinuance is given by either party in accordance with number (b) above, then:
  - i) the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and
  - ii) where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended;
- (d) The Local Union will be informed of the results of the secret ballot within seven (7) days.

- M.4 The scheduling provisions contained in Article L are applicable save and except for the following:
- (a) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth and subsequent day worked until a day off is scheduled.
  - (b) Employees shall receive every third (3<sup>rd</sup>) weekend off.
- M.5 An employee will receive premium pay as defined in Article 14 for all hours worked on a third (3<sup>rd</sup>) consecutive and subsequent consecutive weekend until a weekend is scheduled off, save and except where:
- (a) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
  - (b) Such employee has requested weekend work; or
  - (c) Such weekend is worked as the result of an exchange of tours with other employees.
- M.6 All schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per year.

#### **ARTICLE N – SCHEDULING EXTENDED TOURS – 10 HOUR TOURS**

- N.1 (a) Ten (10) hour tours shall be introduced into any Unit when:
- i) Eighty percent (80%) of the nurses in the Unit so indicate by secret ballot, and
  - ii) The Hospital agrees to implement the ten (10) hour rotation, such agreement shall not be withheld in an unreasonable or arbitrary manner.

For nurses who indicate they do not wish to work extended tours (ten (10) hour tours), the Hospital will endeavour to schedule these employees on a normal tour rotation (eight (8) hour tours).

Where the scheduling of Job Sharers may be affected by any vote to determine this language, the job share arrangement shall then have one (1) vote. Where the partners cannot agree, then the partner with the most bargaining unit seniority shall cast the ballot.

- (b) The ten (10) hour tours may be discontinued in any Unit when:

- i) Fifty-one percent (51%) of the nurses in the Unit so indicate by secret ballot, or
- ii) The Hospital because of
  - A) adverse effects on patient care,
  - B) inability to provide a workable staffing schedule
  - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,

States its intention to discontinue the ten (10) hours in the schedule.

- (c) When notice of discontinuation is given by either party in accordance with the above then:
  - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation, and
  - ii) where it is determined that the ten (10) hour tour will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

N.2 Nurses shall not be scheduled to work more than four (4) consecutive 9.375 hour tours. Should a nurse work more than four (4) consecutive tours, she shall be paid in accordance with Article 14.03 for all hours worked on the fifth (5<sup>th</sup>) and subsequent tours until time off is scheduled.

N.3 The Hospital shall schedule the full-time nurses on the ten (10) hour tours every second weekend off. Should the nurse work the second weekend, she will be paid in accordance with Article 14.03 for the second and subsequent weekend worked until a weekend off is scheduled except where:

- (a) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse, or
- (b) such nurse has requested weekend work, or
- (c) such weekend worked is the result of an exchange of tours with another nurse.

N.4 Weekends shall commence no later than 2330 hours on Friday of any scheduled weekend off.

N.5 For nurses working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37 ½) minutes of unpaid meal time.

Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37 ½) minutes.

N.6 In the event the nurse is required to stay beyond the scheduled tour, premium payment shall apply for all hours in excess of the ten (10) hour tour.

## **ARTICLE O – SCHEDULING GENERAL**

### O.1 Self-Scheduling

Self scheduling will occur when schedules are totally created by the staff nurse and agreed to by the Employer. Full time and part-time classifications may choose to vote separately.

(a) Self scheduling shall be introduced into any unit when:

- i) eighty percent (80%) of the nurses in the unit to indicate by secret ballot; and
- ii) the Hospital agrees to implement self scheduling. Such agreement shall not be withheld in an unreasonably arbitrary manner.

Where the scheduling of Job Sharers may be affected by any vote to determine this language, the job share arrangement shall then have one (1) vote. Where the partners cannot agree, then the partner with the most bargaining unit seniority shall cast the ballot.

(b) Self scheduling will be discontinued when:

- i) fifty-one percent (51%) of the nurses in the unit indicate by secret ballot.

(c) When notice of discontinuation is given by either party, then:

- i) the parties shall meet within two (2) weeks of giving notice to review the reasons for discontinuation with a view to resolving any problems.
- ii) where it is determined that the self scheduling will be discontinued, affected nurses shall be given a minimum of sixty (60) days' notice before the schedules are amended.

- (d) Self scheduling with respect to Extended Tours shall be guided by the following regulations:
- i) Self schedules shall meet the needs of the unit as outlined by the Employer and should meet the needs of the individual nurse with respect to scheduling.
  - ii) The self scheduling nurse shall be scheduled for three (3) weekends in a six (6) week rotation.
  - iii) One (1) of the three (3) weekends off may be a minimum of forty-eight (48) consecutive hours off duty between 0700 hours Friday and 0700 hours Tuesday. The other two (2) weekends off shall be seventy-two (72) hours as per Article 12.06(d).
  - iv) Any tour scheduled in the twenty-four (24) hour period following the commencement of the day tour will be considered as working on that day.
  - v) The self scheduler may not schedule more than four (4) consecutive tours twice in a six (6) week schedule.
  - vi) Self scheduling nurses will schedule an equal distribution of day tours and night tours amongst self scheduling nurses as required in a unit.
  - vii) All other provisions of the Collective Agreement shall apply to the self scheduling nurse.
  - viii) **APPLIES TO FULL-TIME ONLY:**  
There shall be a minimum of forty-eight (48) hours scheduled off when switching from night tour to day tour.
  - ix) **APPLIES TO FULL-TIME ONLY:**  
There shall be twenty (20) tours of duty scheduled in a six (6) week schedule.

O.2 In the event of proposed changes to the current master schedule in each unit, the Employer will notify the Bargaining Unit President in advance and agrees to meet with the Union to discuss the masters if the Union requests. Employees on the unit will choose their placement on the new master schedule by seniority.

O.3 In accordance with Article 14.10 of the Central Hospital Agreement, the evening tour shall be defined as either 1500 hours to 2300 hours or 1530 hours to 2330 hours and the night tour shall be defined as either 2300 hours



to 0700 hours or 2330 hours to 0730 hours, or such other hours, depending on the normal starting time of the day tour in the unit.

#### O.4 Weekend Worker Scheduling

Written request to be considered for the Unit Weekend Worker scheduling should be addressed to the Director/designate of the Unit. At such time the request is granted the Director of the Unit will notify Human Resources and the Bargaining Unit President in writing.

Pursuant to Article 13.04 of the Central Hospital Collective Agreement, the following conditions will apply:

##### (a) Introduction and Discontinuation of Unit Weekend Schedule

- i) When eighty percent (80 %) of the employees on a Unit indicate, by secret ballot, their willingness to participate in a master schedule that accommodates the Unit Weekend Worker, the Union and the Employer will meet forthwith to arrange for such a trial. The secret ballot will be conducted solely by the Union and the Union will post the results.
- ii) A trial of the Unit Weekend Schedule will run for a nine (9) month period agreed upon by the parties. After five (5) months of the trial period, a meeting will be held with the unit, Hospital and the Union to evaluate the trial period and to make recommendations to improve the schedules, if needed. A further vote will then be conducted on the Unit. Where the nurses in the positions agree and at least eighty percent (80%) of the nurses on the unit indicate their willingness to continue with the new master, the arrangement will continue.

##### (b) Discontinuation

- i) Nurses in these positions may discontinue the Weekend Schedule with ninety (90) days' notice.
- ii) Either the Hospital or the Union may discontinue the Weekend Schedule with ninety (90) days' notice. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary.
- iii) Should the Weekend Schedule be discontinued, the nurses in these positions will revert back to the current rotation of the Unit.

(c) Averaging of Hours

The Hospital, the weekend worker and the Union will meet to determine the scheduling of the sixteen (16) twelve (12) hour shifts in a six (6) week period, before the weekend schedule is put into place.

(d) Paid Holiday Bank/Vacation Bank

Carry over provisions:

Nurses in the Unit Weekend positions will be allowed to carry over paid holiday credits and their vacation bank credits.

(e) Scheduling Provisions

It is expected that from time to time the weekend worker may need to be scheduled on weekdays to attend necessary in-service programmes. In consultation with the weekend worker her rotational schedule will be developed and subsequently will be implemented.

O.5 Standby Assignments

- (a) i) The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.
- ii) Where standby is part of the rotation, it shall be posted for six (6) weeks, two (2) weeks in advance. Any changes to the standby assignment will be made at least forty-eight (48) hours in advance of the time the standby is in effect, except in situations of short notice, e.g. change due to illness. Changes shall be brought to the attention of the nurse.
- (b) The employer will endeavour to distribute standby duty equitably between Regular Part-time and Full-time employees.
- (c) In units where standby is required, and formal standby-pager guidelines exist, casual nurses may volunteer for such duty. The employer will endeavour to equitably distribute standby duty amongst those casual nurses who volunteer for such duty. Casuals who volunteer for standby duty may not self-cancel such standby shift.
- (d) Employees shall be permitted to exchange their standby assignments subject to the condition set out in the shift exchange provisions of the Collective Agreement.

- (e) For units that operate twenty-four (24) hours a day and seven (7) days a week, an employee may not be scheduled for standby on a scheduled day off or a scheduled weekend off, unless mutually agreed between the employee and the Hospital. For clarity, for units that do not operate twenty-four (24) hours a day and seven (7) days a week, standby may be assigned on a scheduled day off and will be equitably distributed between Full-time and Regular Part-time nurses. Casual nurses may volunteer for standby duty, as provided for in Article A15.06 (c).
- (f) Where a nurse works a tour and then is called in from standby and who works beyond midnight (2400 hours) such nurse shall not be required to return to regular duties at the Hospital without eight (8) hours of time off. Where such time extends into the nurse's booked day shift, the Hospital will maintain his or her regular earnings within the eight (8) hour period. In no circumstance will a nurse work more than sixteen (16) consecutive hours, except where agreed to by the nurse.
- (g) Employees scheduled for standby will be provided with a pager or beeper. The employer will make available the call room for sleep if requested by the nurse.
- (h) When a nurse is required to be on standby, the nurse will be paid in accordance with Article 14.

O.6 Regular work schedules will not include split shifts.

O.7 It is agreed that an employee's availability for additional tours and/or overtime does not waive the employee's right to premium payment provided under this agreement. It is also agreed that an employee's availability does not constitute a request that waives a premium under the collective agreement.

O.8 (a) Nurses who wish to be considered for additional and overtime/shifts attracting a scheduling premium shall notify the scheduling unit and/or Staffing Office of their availability in writing. Such notification of availability shall state any restrictions on the type of assignment which a nurse is willing to accept, and shall remain valid for the six (6) week schedule. The nurse will be responsible for updating and ensuring her/his availability is current and accurate.

Staff will identify one contact number only.

- (b) A tour that will occur within seventy-two (72) will be deemed to be offered whenever a call is placed and will be scheduled on a first reply basis.

Offers to fill a shift that is on the current schedule but beyond the seventy-two (72) hour period above will allow for a two (2) hour period for reply allowed before the next call's reply can be accepted.

However, if a nurse declines an offered tour for which she or he had indicated availability, the Hospital will not be obliged to call upon the nurse again during the balance of the week.

- (c) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay.
- (d) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made;
- (e) Provided they are qualified and have the skill and ability, nurses may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing Hospital practice.

O.9

- (a) Nurses who have indicated availability in accordance with Article O.8 (a) and who will be entitled to straight time hour rate of pay will be scheduled for shifts by seniority in the following order:
  - i) RPT/Job Share (whose partner is not booked to work) on/within the scheduling unit with less than seventy-five (75) hours
  - ii) Casual nurses on/within the scheduling unit who have less than seventy-five (75) hours
  - iii) RPT/Job Share from other scheduling units within the program who have less than seventy-five (75) hours
  - iv) Casual nurses from other scheduling units within the program who have less than seventy-five (75) hours
  - v) RPT/Job Share from outside the program who have less than seventy-five (75) hours
  - vi) Casual nurses from outside the program who have less than seventy-five (75) hours
- (b) Nurses who have indicated availability in accordance with Article O.8 (a) and who will be entitled to a premium rate of pay will be scheduled by seniority for shifts in the following order:
  - i) Full-time nurses on/within the scheduling unit
  - ii) RPT/Job Share within the scheduling unit
  - iii) Casual nurses within the scheduling unit
  - iv) Full-time nurses from other scheduling units within the program
  - v) RPT/Job Share from other scheduling units within the program
  - vi) Casual nurses from other scheduling units within the program

- vii) Full-time nurses from outside the program
  - viii) RPT/Job Share from outside the program
  - ix) Casual nurses from outside the program
- (c) It is further agreed:
- i) Staff who do not provide availability will not be called unless all other availability has been exhausted.
  - ii) If less than 2 hours' notice of absence for an upcoming shift is provided, staff who are working may be offered the ability to stay overtime until replacement staff arrive on the unit.
  - iii) No overtime will be scheduled for staff on Transition Accommodation Plans (TAPs) or those on vacation/ paid holiday/ATO/lieu time.
  - iv) Shifts will be offered as full shifts first.
  - v) Staff will not accept additional hours to exceed 16 (sixteen) consecutive working hours.
  - vi) After the 6 week schedule has been posted RPT/Job Share can pick up extra hours in another scheduling unit/clinic, and they will not be recalled to their home unit/clinic for sick call coverage of the home scheduling unit/clinic.
  - vii) If a nurse has declined straight time for the shift they are then not available for overtime/premium payment for that same shift.
- (d) Schedules of six (6) weeks will be posted three (3) weeks prior to the commencement of the period covered by the schedule. At the time of positing, it is the intent that all shifts will be scheduled although it is recognized by ONA that this goal may not always be attainable.

#### **ARTICLE P – SICK BANK**

- P.1 The Employer will calculate the amount of unused sick leave credits in each employee's bank as of March 31<sup>st</sup> of each year and notify each employee of these credits by May 30<sup>th</sup> of the same year.

#### **ARTICLE Q – JOB SHARING**

- Q.1 If the Hospital and the Union agree to a job-sharing arrangement pursuant to Article 20.01 of the Central Hospital Agreement, the following conditions shall apply unless otherwise agreed to by the parties.
- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
  - (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be

determined by mutual agreement between the two (2) nurses and the Director/Coordinator or delegate.

- (c) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- (d) Each job sharer may exchange tours with her/his partner, as well as with other nurses as provided by the Collective Agreement. A job sharer may exchange with nurses other than her or his partner only on scheduled tours off for the full time line.
- (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

#### Q.2 Coverage

It is expected that both job sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the Unit Supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences. Job sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours when neither job share partner is scheduled and where such would not result in premium payment.

#### Q.3 Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Hospital Agreement:

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

#### Q.4 Implementation

- (a) Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreements.
- (b) Any incumbent full-time nurse wishing to share her/his position, may do so without having her/his half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

- (c) If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the remaining employee will revert to her or his former status. If the remaining employee was previously full-time, the shared position will become her position. If the remaining employee was previously part-time and there is no part-time position available on the same unit, she or he shall exercise her or his layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

Q.5 Discontinuation

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

**ARTICLE R – PRE-PAID LEAVE PLAN**

- R.1 The number of nurses eligible to participate in the prepaid leave plan in any given year will be no more than twenty-four (24) full-time nurses and twenty-four (24) part-time nurses. One (1) nurse in departments where there are between one (1) and twenty (20) bargaining unit members, two (2) nurses in departments where there are between twenty-one (21) and forty (40) nurses, and three (3) nurses in departments where there are forty-one (41) or over bargaining unit members. Departments shall be defined by the Employer.

**ARTICLE S – MISCELLANEOUS**

- S.1 Nurses working in speciality units/areas where scrub gowns and/or lab coats are provided at no cost to the nurse, will continue to have such service provided by the Hospital at no cost to the nursing staff working in said areas/units and such practice will not be discontinued without sixty (60) days' notice to the Union and discussion at the Hospital-Union Committee. It is understood that scrub gowns provided by the Centre will remain on Hospital property.
- S.2 The established pay period for all employees covered by this Agreement shall begin on Friday at 0001 hours and extend for two (2) full calendar weeks until Thursday at 2400 hours.

### S.3 Single Shift Reassignment

Where staff are required to be reassigned to another unit, the following guidelines should be applied, providing first that patient care needs are being met:

- (a) Ask the scheduled staff if they wish the opportunity of experience on the unit to which assignment is required.
- (b) Casual Registered Nurse on a unit, starting with the most junior first, then in reverse order of seniority, would be reassigned first.
- (c) In the absence of any Casual staff, the most junior of the regular part-time including Job Sharers would be reassigned.
- (d) Then the most junior of the full-time would be reassigned.

Staff not required to be re-assigned would include those nurses who are in their orientation, any nurse who is new to the Hospital for a period of three (3) calendar months from her date of hire, a nurse who is acting as a preceptor/mentor on said shift or a nurse who has a restriction as outlined from OHSS and would require accommodation to work on that particular unit.

### S.4 Positions shared between Multiple Scheduling Units

The parties agree that positions may be created where such positions are scheduled between two (2) scheduling units.

- (a) The posting of such positions will clearly outline the requirement to work in more than one unit and will specify the home unit.
- (b) This nurse will be scheduled on a master schedule where possible.
- (c) All scheduled hours will clearly indicate to which unit the nurse must report.
- (d) For the purpose of vacation and layoff the nurse will be assigned to the home unit.
- (e) All terms and conditions of the Collective Agreement including scheduling will apply unless otherwise amended above.

S.5 The Hospital shall provide the Bargaining Unit President with copies of all job postings and successful candidates on a monthly basis.

S.6 Where the Hospital identifies that it would like to consider full-time applicants for a temporary full-time job posted pursuant to Article 10.07(d), the Hospital will discuss this with the Union prior to the Hospital posting the



position. The Hospital will then identify of the job posting that full-time employees are eligible to apply.

S.7 Notification to Unsuccessful Job Applicants.

The parties agree that any unsuccessful candidate who received an interview for an ONA job posting will be notified, in writing, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.

S.8 Retiree Benefits – Process for payment

A bargaining unit nurse who retires and wishes to continue to participate in the benefit plans as outlined in Article 17.01(h) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

It is understood that any transaction would be dated the first of each and every month. Failure to provide payment will result in the termination of benefits.

S.9 Union Office

The Hospital will endeavour to provide office space for the Bargaining Unit President at any one of the sites save and except the Southwest Centre for Forensics Mental Health Care.

S.10 In the event the College of Nurses of Ontario requires a nurse to provide proof of personal liability coverage, the Hospital agrees to provide the nurse with documentation to provide such proof.

S.11 Leased Vehicle Arrangements

The Hospital will continue to have an arrangement, where it will provide employees access to insured vehicles for the purpose of transport of patients/clients and delivery of services to patients.

S.12 All Hospital vehicles that provided for use to bargaining unit members will be certified for safety as required by the Province of Ontario.

S.13 If an employee is authorized to use his or her own automobile on the Employer's business, the employee shall be reimbursed at the per kilometer rate as set out in the Corporate Travel & Expense Policy, but no less than forty cents (\$0.40) per kilometer.

S.14 Upon production of receipts the Hospital will reimburse any nurse for parking charges incurred to park while on approved hospital business away from the Hospital.

## **ARTICLE T – MODIFIED WORK - HEALTH & SAFETY**

- T.1
- (a) The Hospital will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
  - (b) When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
  - (c) The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

### **Early and Safe Return to Work**

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.

- (d) It is understood that it is the obligation of the disabled employee in receipt of short-term or long-term disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.
- (e) The Hospital will advise the Union of offers permanent accommodation within or outside the bargaining unit.
- (f) Before posting, the Hospital's Human Resources department will examine all potential vacancies to determine if they can be used to accommodate a disable employee who requires accommodation but cannot return to their home unit.

### **T.2 Musculoskeletal Injury Prevention and Control**

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.

### T.3 Needlestick and Sharps Safety

Recognizing the danger of needlestick/sharps injuries, the Hospital agrees to maintain policies and procedures to reduce and/or eliminate these dangers.

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

- U.1
- (a) The Employer shall take every precaution reasonable to protect nurses from violence at work.
  - (b) In consultation with the JHSC and the Union, the Employer shall develop written policies and procedures, to deal with violence at work. Such policies and procedures will form part of the corporate policies and shall address, but not be limited to, the following:
    - i) Prevention of violence at work;
    - ii) Management of potentially violent clients or situations;
    - iii) Hazard assessment of potentially violent situations;
    - iv) The development of measures to deal with violent situations.
  - (c) The Employer shall not assign a worker to be the sole caregiver on any unit to work alone in a potentially violent situation, or with a potentially violent client.
  - (d) The Employer shall provide nurses who are required to work alone in the field with an appropriate and effective communication device for summoning assistance.
  - (e) The Employer will ensure that there are adequate processes and/or number of response teams that are adequately equipped and available to safely respond to incidents of violence.
  - (f) The Employer shall provide training to all staff that shall include but not be limited to:
    - i) Recognition of potentially violent situations;
    - ii) Diffusion of violent situations;
    - iii) Self-Protection Techniques;
    - iv) Annual in-service training.
- U.2 The Hospital will normally notify the JHSC and Union in writing of all incidents related to violence within four (4) days. For critical injuries the Hospital will notify the JHSC and the Union immediately and in writing within forty-eight (48) hours. Such notices will contain all of the information as prescribed in section 5 of the Health Care Regulation of the current *Occupational Health and Safety Act*.

- U.3 The parties hereby recognize and share the concern that nurses may face situations of violence or abuse in the course of discharging their duties at work. The parties agree that all avenues of support will be considered for such nurses to facilitate their recovery from violence or abuse.
- U.4 The Hospital in consultation with the Joint Health and Safety Committee and other resources will continue to review and maintain its' guidelines and practices related to abusive behaviour toward staff.
- U.5 The Hospital will consider requests for reimbursement for damages incurred to the employee's personal property such as eyeglasses, ripped uniforms, or personal clothing, as a result of being assaulted while performing her work.
- Note: For the purposes of this Article reporting to the Union shall require reporting to the Bargaining Unit President or designate

#### **ARTICLE V – ELECTRONIC GRIEVANCE & WORKLOAD FORMS**

- V.1 The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Central Hospital Agreement).
- V.2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Central Hospital Agreement.
- V.3 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.
- V.4 The parties agree to use the electronic version of the ONA/OHA Professional Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Central Hospital Agreement.
- V.5 The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Central Hospital Agreement.
- V.6 Electronic PRWRFs may be sent, via email, to the applicable manager or designate with a copy sent to the Bargaining Unit President or designate.
- V.7 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- V.8 The union undertakes to get a copy of the electronic version signed by the employee(s).

V.9 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee as per Article 8.01.

**SIGNING PAGE**

Dated at London , Ontario, this 28th day of April , 2021.

FOR THE EMPLOYER

*SHL Bush*  
Greg Evans  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
Erin Watson  
   
 

FOR THE UNION

*Maureen Hoyle*  
Labour Relations Officer  
*Teresa Hoover-Kelley*  
*Michelle Barstow*  
*[Signature]*  
Pan Shen  
*[Signature]*  
*[Signature]*  
*[Signature]*

**LETTER OF UNDERSTANDING**

Between:

**ST. JOSEPH'S HEALTH CARE LONDON**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Bargaining Unit President Scheduling

The Hospital will endeavour to schedule the Bargaining Unit President on the day tour.

Dated at London , Ontario, this 28th day of April, 2021.

FOR THE EMPLOYER

FOR THE UNION

*SHL Best*

*Maureen Hoyle*  
Labour Relations Officer

*Greg Evans*

*Teresa Hoover-Kelley*

*[Signature]*

*Michelle Barstow*

*[Signature]*

*Elodie Ingham*

*[Signature]*

*Pan Shen*

*Elin Watson*

*[Signature]*

*[Signature]*

*[Signature]*

**LETTER OF UNDERSTANDING**

Between:

**ST. JOSEPH'S HEALTH CARE LONDON**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Nurse Clinician Salary Rate

Nurses at Parkwood Institute Main Building currently receiving Nurse Clinician Salary rates will continue to receive salary rates which maintain the differential to Registered Nurse salary rates.

The nurses affected by this Letter of Understanding are:

Kim Kerr

Dated at London, Ontario, this 28th day of April, 2021.

FOR THE EMPLOYER

*SPH Bush*

*Greg Evens*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*Erin Watson*

FOR THE UNION

*Maureen Hoyle*  
Labour Relations Officer

*Teresa Hoover-Kelley*

*Michelle Barstow*

*[Signature]*

*Pan Shen*

*[Signature]*

*[Signature]*

*[Signature]*



**LETTER OF UNDERSTANDING**

Between:

**ST. JOSEPH'S HEALTH CARE LONDON**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: 0.7 FTE Job Sharers Working 8 hours at Parkwood Institute Main Building

Nurses at Parkwood Hospital that are currently working eight (8) hour tours and covering a seven day rotation per week will have the opportunity to continue this arrangement on the following terms and conditions:

Any new lines created that utilizes a job sharing arrangement will be one (1) Full-Time position split between two (2) individuals as per Article 17 of these Local Provisions.

Any current job sharing arrangements that change to utilize any extended tour arrangement or 2 Day-2 Night scheduling arrangement will utilize the language of Article 17 of these Local Provisions.

Any current or future job share arrangement that is one (1) Full-Time position split between two (2) individuals will utilize the language of Article 17 of these Local Provisions.

The Hospital will provide the Union a list of current nurses employed in a 0.7 job share arrangement, prior to any written notification to the nurses.

Effective April 24, 2006, all remaining job shares covered by this letter of understanding will be provided the opportunity to move from their current 0.7 FTE to 0.5 FTE. Each Job Sharer will have 14 calendar days to make their decision. The implementation date of such a change will be negotiated between the employee and their Director. Once the employee has opted for a job share arrangement at 0.5 FTE they will not be able to revert to a 0.7 FTE arrangement. Following this process all remaining 0.7 FTE job shares can move to a 0.5 FTE arrangement with one (1) months notice to their Director.

Should circumstance arise that this letter of understanding has not contemplated the parties will meet and discuss to determine the appropriate direction and outcome.

Dated at London , Ontario, this 28th day of April , 2021.

FOR THE EMPLOYER

*Shil Bush*  
\_\_\_\_\_  
*Greg Evans*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

FOR THE UNION

*[Signature]*  
\_\_\_\_\_  
Labour Relations Officer  
*Teresa Thayer-Kelley*  
\_\_\_\_\_  
*Michelle Barstow*  
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*Pan Shen*  
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*[Signature]*  
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LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S HEALTH CARE LONDON  
(the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION  
(the "Union")


Re: Flexible Scheduling Models

The Hospital agrees to advise its managers that in order for members of the ONA bargaining unit to work a flexible schedule any time worked in excess of the normal daily tour for that unit or program must be banked at the rate of time and one-half.


Dated at London, Ontario, this 28th day of April, 2021.


FOR THE EMPLOYER


FOR THE UNION

  
\_\_\_\_\_

*Greg Evens*  
\_\_\_\_\_

  
\_\_\_\_\_


  
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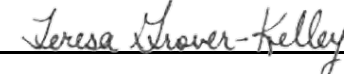
*Erin Watson*  
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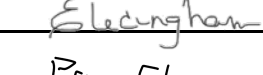
Labour Relations Officer

  
\_\_\_\_\_

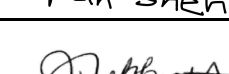
*Teresa Hoover-Kelley*

  
\_\_\_\_\_

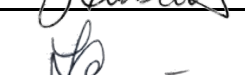
*Michelle Barstow*


  
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*E. Cunningham*

  
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*Pan Shen*

  
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**LETTER OF UNDERSTANDING**

**Between:**

**ST. JOSEPH'S HEALTH CARE LONDON  
(the "Hospital")**

**And:**

**ONTARIO NURSES' ASSOCIATION  
(the "Union")**

**Re: Calling/Offering Out Shifts**

The parties acknowledge that there are multiple electronic venues that can be used to call/offer out shifts or contact employees to offer work. As such the parties agree that the use of electronic medium to call or contact employees for the purpose of offering work and or communicating with an employee is not restricted to a telephone.

Dated at London , Ontario, this 28th day of April , 2021.

FOR THE EMPLOYER

FOR THE UNION

*SLB*  
Greg Evans  
*[Signature]*  
*[Signature]*  
*[Signature]*  
Erin Watson  
   
 

*[Signature]*  
 Labour Relations Officer  
*Teresa Thayer-Kelley*  
*Michelle Barstow*  
*[Signature]*  
Pan Shen  
*[Signature]*  
*[Signature]*  
*[Signature]*

**LETTER OF UNDERSTANDING**

**Between:**

**ST. JOSEPH'S HEALTH CARE LONDON  
(the "Hospital")**

**And:**

**ONTARIO NURSES' ASSOCIATION  
(the "Union")**

Re: Scheduling Ten (10) Hour Tours (Clinics only)





The parties acknowledge there are times when ten (10) hour tours would benefit the operation of the Hospital especially as it relates to the work in clinics. Where the Hospital is able to provide increased full-time work by the utilization of ten (10) hours tours, the parties agree this may be implemented without a vote of the current employees.

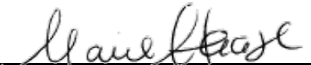
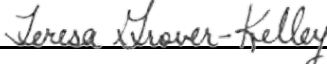
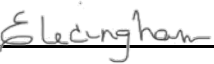
When/where the parties agree, the parties will meet to discuss further the specifics to such implementation.

Dated at London , Ontario, this 28th day of April, 2021.

FOR THE EMPLOYER

FOR THE UNION

  
Greg Evans  
  
  
  
Erin Watson  
   
 

  
 Labour Relations Officer  
  
Michelle Barstow  
  
Pan Shen  
