

SOURCE	ONA		
EFF.	93	04	01
TERM.	96	03	31
No. OF EMPLOYEES	729		
NOMBRE D'EMPLOYÉS	729		

COLLECTIVE AGREEMENT

BETWEEN:

OTTAWA CIVIC HOSPITAL
(hereinafter referred to as "the Hospital")

- and -

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

EXPIRY: 31 March, 1996

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - DEFINITIONS & GRADUATE NURSES

- 2.01 A registered nurse is a nurse who holds certification with the College of Nurses of Ontario in accordance with the Health Disciplines Act.
- 2.02 A graduate nurse is defined as a nurse with certification **incomplete** who is a graduate of a program acceptable to the **College** of Nurses and is either in **the** process of **being certified** by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twenty-four **(24)** months following date of hire. Where a nurse fails to complete such certification **requirements**, she or he **will** be terminated from the employ of the Hospital. Such termination **shall** not be subject matter of grievance or **arbitration** procedure. The foregoing does not apply to **nurses employed** prior to October **23, 1981**, except those currently in the process of completing certification requirements who shall be required **to** complete such certification in accordance with the provisions of the existing collective agreement.
- 2.03 A full-time nurse is a nurse who is regularly scheduled to work the **normal** full-time hours referred to in **Article 13**.
- 2.04 A **regular** part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in **Article 13** and who offers to **make** a commitment to be **available** for work on a regular predetermined basis. All other part-time nurses shall be considered casual nurses. The predetermined basis upon which the commitment to be available is made shall be determined in local negotiations.

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

- 2.05 This combined agreement **contains** provisions **applicable** to full time nurses and provisions applicable to part time nurses. The combination of the agreements shall not have the effect of changing the **composition** of any existing bargaining units nor shall it have the! effect of conferring representation rights where such rights do not presently exist. The scope of the applicable bargaining unit is set out in the Appendix of **Local** Provisions,

ARTICLE 3 - RELATIONSHIP

- 3.01 The Hospital and the **Association** agree **that** there will be **no** discrimination, **interference**, intimidation, restriction or coercion exercised or **practiced** by any of their representatives with respect to any nurse because of the nurse's membership or non-membership in the Association or activity or lack of activity on **behalf** of the Association or by reason of exercising her or his rights under the Collective Agreement.
- 3.02 The Association agrees there will be no Association activity, solicitation for membership, or collection of Association dues on Hospital premises or during working **hours** except with the written permission of the Hospital or as **specifically** provided for in this Agreement.
- 3.03 It is agreed that there will be no discrimination by **either** party or by any of the nurses covered by this Agreement **on** the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age,, handicap, religious affiliation or any other factor which is **not** pertinent to the employment relationship.
- 3.04 (a) **"Every** person who is an employee has a right to freedom from harassment in the **workplace** by the **employer** or agent of the employer or by another employee because of race,, **ancestry**, place of origin, colour, ethnic origin, citizenship, creed, **age**, record of offences, marital status, family status or handicap". **ref: Ontario** Human Rights Code, Sec. 5 (2)
- (b) **"Every** person who is an employee has a right to **freedom** from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee". **ref: Ontario** Human Rights Code, Sec. 7 (2)

- (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) A nurse who believes that she has been harassed contrary to this provision may file a grievance **under** Article 7 of this agreement.

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

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

ARTICLE 4 - NO STRIKE. NO LOCKOUT

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

ARTICLE - ASSOCIATION- SECURITY

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

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

- 5.03 The amount of the regular monthly dues shall be those **authorized** by the Association and the Provincial Secretary-Treasurer of the Association **shall notify** the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deduction specified.
- 5.04 In consideration of the deducting and forwarding of Association dues by the Hospital, the Association agrees to indemnify and save **harmless** the Hospital against any claims or liabilities arising or **resulting** from the operation of this Article.
- 5.05 The amounts so deducted shall be remitted monthly to the Provincial Secretary-Treasurer of the Association, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Hospital shall provide a list of nurses from whom deductions were made, including deletions (indicating terminations) and additions from the preceding month and their social insurance **numbers**. A copy of this list will be sent **to** the local Association,.
- 5.06 The Hospital agrees **that** an officer of the Association or nurse representative **shall** be (allowed a reasonable period during regular working hours to interview newly hired **nurses** during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance 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 Nurse Representatives & Grievance Committee

- (a) The **Hospital** agrees to **recognize** nurse representatives to be elected or appointed from amongst nurses in the bargaining unit for the purpose! of dealing with Association business as provided in this **Collective Agreement**. The! number of representatives **and** the areas which they represent are set out in the Appendix of Local Provisions.

- (b) The Hospital will **recognize** a Grievance Committee, one of whom shall be chair. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement and the number of nurses on the Grievance Committee is set out in the Appendix of Local Provisions.
- (c) It is agreed that nurse 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 nurse representative or member of the Grievance Committee is required to enter a nursing unit within the hospital in which they are not **ordinarily** employed **they** shall, immediately upon entering such nursing 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.

6.02 Hospital-Association Committee

- (a) There **shall** be a Hospital-Association Committee comprised of representatives of the Hospital, one of whom **shall** be the Director of Nursing or **designate** and of the Association, one of **whom shall** be the Local 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) **(i)**. The **duties** of chair and **secretary shall** alternate between the parties. Where possible, agenda items will be exchanged in writing at least five **(5)** calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, **unless** agreed to the contrary. Copies of the record shall be provided to Committee members.
- (c) The purpose of the Committee includes:
- i) promoting and providing effective and meaningful communication of information and ideas: **making** joint recommendations on matters

of concern including **the** quality and quantity of nursing care;

ii) dealing **with** complaints referred to it in accordance with the provisions of Article **8**, Professional Responsibility;

iii) discussing and reviewing matters **relating** to **orientation** and in-service programs.

(d) The Hospital agrees to pay for time spent during regular working hours for representatives of the Association attending at such meetings.

6.03 (a) Negotiating Committee

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

(b) Central Negotiating Team

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

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

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

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

The maximum number of Central Negotiating Tea members entitled to payment under this provision shall be eight **(8)** , and in no case will more than one **(1)** nurse from a hospital be entitled to such payment,

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

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

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

6.04 Joint Occupational Health and Safety Committee

- (a) The Hospital and the Association agree that they mutually desire to **maintain standards** of safety and health in the hospital in order to prevent **accidents**, injury and illness.
- (b) **Recognizing** its responsibilities under the applicable legislation, the Hospital agrees to **accept** as a member of its Joint Occupational Health and Safety Committee, at least one (1) representative selected **or** appointed by **the** Association from amongst bargaining unit employees.
- (c) 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.
- (d) The Hospital agrees to cooperate in providing necessary **information** to enable the Committee to **fulfill** its functions. In addition, the Hospital will **provide** the Committee with access to all accident reports, health **and safety** records and any other pertinent information in its possession.

- (e) Meetings) shall be held every second month or more frequently at the call of the Chair, if required.' The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) **Any** representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar **year** 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: **and**
- (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)
- "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)**
- (g) The Association agrees to endeavour to obtain the **full** cooperation of its membership in the observation of **all safety** rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional **opinion of the** employee's physician, **the** pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she **so** requests, will be granted an unpaid leave of absence before commencement of the current contractual pregnancy **leave.**
- (i) 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.

- (j) At least one of the employees representing **workers** under the Occupational Health and Safety Act, who are **trained** to be certified workers as defined under the **Act**, shall be from the Association. The **parties** agree that it will not be a breach of this provision if only one employee representing **workers** is trained to be a certified worker and such employee is not from **the Association** provided that the next **employee** representing workers trained to be a certified worker is from the Association.
- (k) "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)**
- (1) (1) "This section does not apply to a [nurse]
- (a) when a circumstance described below is inherent in the worker's work or is a normal **condition** of **the worker's** employment: **or**
- (b) when the **worker's** refusal to work would directly endanger the life, health **or** safety of another person". **ref: Occupational Health and Safety Act, Sec. 43 (1)**
- (2) "A worker may refuse to work or do particular work where he or she has reason to believe that,
- (a) any equipment, machine, device or thing the worker is to use 'or-operate is likely to endanger **himself, herself** or another worker;
- (b) the physical condition of the **workplace** or the part thereof in which he or she works or is to work is **likely** to endanger himself or herself; or

- (c) any **equipment**, machine, device or thing he or she -is to **use** or operate or the physical condition of the workplace or the part thereof **in** which 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).**

NOTE : 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.

- 6.05 The Association may hold meetings on Hospital premises providing permission has been first obtained from the Hospital.
- 6.06 The Association shall keep the Hospital notified in writing of the names of the nurse representatives and/or **Committee** members and **Officers** of the **Local** Association appointed or selected under this Article as well as the effective date of their respective appointments.
- 6.07 All reference to nurse representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Local Association.
- 6.08 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.
- 6.09 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.
- 6.10 Nurses who are members of committees pursuant to Regulation **518** 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, she or he will be paid for **all** hours spent in attendance at **meetings** at her or his regular straight time hourly rate.

ARTICLE 7 PROCEDURE

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties **relating** to the interpretation, application, **administration** or alleged violation of the Agreement including any question as to whether a matter is **arbitrable**.
- 7.02 At the time formal discipline is imposed or at any stage of the **grievance** procedure, including the complaint stage, a nurse is entitled to be **represented** by her or his nurse representative. In the **case** of suspension or discharge, the Hospital shall notify the nurse of this right in advance.
- 7.03 It is **the** mutual desire of the parties hereto that complaints of nurses shall be **adjusted** as quickly as possible, and it is **understood** that a nurse has no grievance until she or he has first given her or his immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be **discussed** with her or his immediate supervisor within nine **(9) calendar** days after the circumstances giving **rise** to it: have occurred or ought reasonably to have come to the attention of the nurse **and** failing settlement within nine **(9) calendar days**, it shall then **be** taken up as a grievance within nine **(9) calendar** days following advice of the immediate **supervisor's** decision in the following manner and sequence:

Step No. 1

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

Step No. 2

Within nine **(9) calendar** days **following** the decision **under** Step No. **1**, the nurse may submit the written grievance to the **Director** of Nursing or designate who will deliver a decision in writing within nine **(9) calendar** days from the date on which the written grievance was presented to her or him. The parties may, if they so desire, meet to discuss the grievance at a time and place **suitable** to both parties,, Failing settlement, then:

Step No. 3

Within nine (9) calendar days following the **decision** in Step No. 2, the grievance may be **submitted** in writing to the **Hospital Administrator** or designate. A meeting will then be held between the Hospital Administrator or **designate** and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 3 unless **extended** by agreement of the parties. **It** is understood and agreed that a representative of the Ontario Nurses' Association and the **grievor** may be **present** at the meeting. It is further understood that the Hospital Administrator or designate may have such counsel and assistance as she or he may desire at such meeting. The **decision** of the **Hospital** shall be delivered in writing within nine (9) calendar days following the date of such meeting. A copy of the third step grievance **reply** will be provided to the Employment Relations Officer.

7.04 A complaint or grievance arising directly between the **Hospital** and the Association concerning the **interpretation, application** or alleged violation of the Agreement shall be originated at Step No. 3 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 Local President or **designate**.

7.05 Where a number of nurses have identical grievances and **each** nurse would be entitled to **grieve** separately they **may** present a group grievance in writing signed by each nurse **who** is grieving to the Director of Nursing or designate within fourteen (14) calendar days after the circumstances giving **rise** to the grievance have occurred or ought **reasonably** to have come to the attention of the nurse(s) . The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article **shall** then apply with respect to the processing of such grievance.

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

(a) reasons which are arbitrary, discriminatory or in bad faith:

(b) exercising a right under **this** Agreement.

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

A claim by a probationary nurse that she or he has been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve, if a written statement of such grievance is lodged by the nurse with the Hospital at Step 3 within seven (7) days after the date the release is effected. Such grievance shall be treated as a special grievance as set out below.

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

A claim by a nurse who has completed her or his probationary period that she or he has been unjustly **discharged** or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Hospital at **Step No. 3** within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance **may** be settled under the Grievance or Arbitration Procedure by:

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

7.07 Failing settlement under **the** foregoing procedure of any **grievance** between the **parties** arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is **arbitrable**, such grievance may be submitted to arbitration as hereinafter provided. **If** no written **request** for arbitration is received within thirty-six (36) calendar days after the decision under step No. 3 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. 3, it will be deemed to have been received within the time limits.

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

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

7.10 The **time** prior to referral to arbitration may be **utilized** by the Association **and/or** the Hospital to suggest and **possibly** agree to a dispute resolution **mechanism** other than a three person Board of Arbitration and either party may **request** the appointment of a Grievance Settlement Officer other ***than** in **matters** pertaining to the interpretation of central collective agreement language,

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

When either party requests **that** any matter be submitted to arbitration as provided in the foregoing Article, it **shall** make such request in writing addressed to the **other** party to this Agreement.. Unless the parties have agreed to **an alternative** dispute resolution mechanism prior to the time for **submitting** the matter to arbitration, then the party **requesting** arbitration shall at the same time name a nominee and within seven **(7)** calendar days thereafter the other party **shall** name a nominee, **provided**, however, that if such party fails to name a **nominee** as herein required, the Minister of Labour for the Province **of Ontario** shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. **The** two nominees, or the parties if they have agreed not to **utilize** nominees,, shall attempt to **select** by agreement a chair of the Arbitration Board. If they are unable to agree upon such a chair within a period of fourteen **(14)** **calendar** days, they shall then **request** the Minister of **Labour** for the Province of Ontario to appoint a chair.

7.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

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

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

7.14 The proceedings 'of the Arbitration Board **will** be expedited by the parties hereto and the decision of the **majority 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 **th nominee** appointed by it and the parties will share equally the fees and **expenses**, if any, of the chair of the Arbitration Board.
- 7.16 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section **45(8.3)** of The Labour Relations Act:
- 7.17 Wherever the Arbitration Board is referred to in the Agreement, the parties may mutually agree! in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other **provisions** referring to the Arbitration **Board** shall appropriately apply.

ARTICLE 8 PROFESSIONAL RESPONSIBILITY

- 8.01 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) Complain in writing to the **Association-Hospital** Committee within fifteen **(15)** calendar **days** of the **alleged** improper assignment, The Chair of the **Association-Hospital** Committee shall convene a meeting of the **Association-Hospital** Committee within ten **(10)** calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - ii) Failing resolution of the complaint within fifteen **(15)** calendar days of the meeting of the **Association-Hospital** Committee the complaint shall be forwarded to **an** independent Assessment Committee composed of three **(3)** registered nurses: one **chosen** by the Ontario Nurses' Association, one chosen by the 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.,

- iii) The **Assessment** Committee shall set a date to conduct a hearing into the **complaint** within fourteen **(14)** calendar days of its appointment and shall be empowered to investigate as **is necessary** and make what **findings** as are appropriate in the circumstances. The Assessment Committee shall report **its** findings, in writing, to the parties within thirty **(30)** calendar days **following** completion of its hearing.
- iv) **It** is understood **and** agreed that **representatives** of the Ontario Nurses' Association, including the Employment **Relations** Officer and the Nursing Practice Officer, may attend meetings **held** between the Hospital and the Association under this provision.
- v) Any complaint lodged under this provision shall be on the form set out in Appendix **6**.
- (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 she or he would not be suitable due to **connections** with the Hospital or community, the next person on the list will be approached to act as Chair.

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

8.02 Orientation 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.

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

(b) **Before** assigning a newly hired part time nurse in charge of a nursing unit, the Hospital will first provide orientation, in accordance with Article **8.02**, both to the Hospital and to such nursing unit. It is understood that such nurse **may** be assigned to any tour as part of the nurse's **orientation** program, providing such assignment is in accordance with any scheduling regulations or objectives contained in the Appendix of **Local Provisions** which forms part of this Collective Agreement.

8.04 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**.

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

8.06 **The delegation** of Added Nursing Skills and Sanctioned **Medical Acts** (Special Procedures) to nurses shall be in accordance with guidelines **established** by the College of **Nurses** from time to time and any approved Hospital policy related **thereto**.

8.07 'When a nurse is on **duty** and **authorized** to **attend** any **in-**service program within the hospital and during her or his **regularly** scheduled working hours the nurse shall suffer no **loss** of regular pay, When a nurse is required by the Hospital to 'attend **courses** outside of her or his **regularly** scheduled working hours, the nurse shall be paid for all time spent: in attendance **on** such courses at her or his regular straight time hourly **rate** of pay.

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

Any information that is provided to the 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.

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

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

Nurses who are subject to **layoff** due to technological change will be given notice **of** such layoff at the earliest reasonable time **and** in keeping with the requirements of the applicable legislation and the provisions **of** Article 10.07 will apply.

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

ARTICLE - ACCESS TO FILES

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

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

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

- 9.02** 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.

ARTICLE - SENIORITY

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

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

10.02

(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.

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

(c) A seniority list shall be maintained for casual part-time nurses for the purposes of Article 10.06 only. Seniority on such lists will be expressed in terms of total hours worked, 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.

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 President of **the Local** Association, or designate, on **request** but not **more frequently than** once every six **(6)** months at a time to be determined locally. A copy of the seniority list shall also be posted at the same time.

10.03 A nurse's full seniority and service shall be retained by the nurse in the event that the nurse is transferred from full-time to part-time or in the event the nurse is transferred from casual to regular part-time or **vice-versa**. A nurse whose status is changed from full-time to part time shall receive credit for her or his full seniority and service on the basis of **1500** hours worked for each year of full-time seniority or service. A nurse whose status is changed from part-time to full-time **shall receive** credit for her or his full seniority and service on the basis of one year of seniority **or service** for each **1500 hours worked**. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer,

10.04 (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**).

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

Notwithstanding this provision, seniority shall accrue for a period of one year if a nurse's absence is due to disability resulting in **W.C.B.** benefits or **L.T.D.** benefits including the period of the disability program covered **by** Unemployment 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 **eighteen (18)** 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 thirty-five **(35)** 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.

10.05

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

- (a) leaves of her or his own **accord**;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for twenty-four **(24)** calendar months; save that, in order to take account of the Social Contract Act, **1993**, any loss of service and seniority and any termination under this clause **(c)** shall be deferred until March **31, 1996**;
- (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 **10.05 (e)**) upon termination of an **authorized leave** of absence without satisfactory reason or **utilizes** a leave of absence for purposes other than that for **which** the leave was **granted**;
- (g) fails upon being notified of a recall to signify her or his intention to return within twenty **(20)** calendar **days** after she or he has received the notice of recall mailed by registered mail to the last known address according to the records of the **Hospital** and fails to report to work within **thirty (30)** calendar days after she or he has received the notice of recall or such further period of time as may be agreed upon by the parties:

(h) is absent from work due to illness or **disabilit** for a period of thirty **(30)** months from the time such absence commenced.

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

10.06 (a) i) Where a permanent full-time vacancy occurs in a classification within the bargaining unit or a new full-time position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven **(7)** consecutive calendar days. Nurses in this bargaining unit and nurses in another **ONA** bargaining unit at the Hospital, if any, may make written application for such vacancy within the seven **(7)** day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for **seven (7)** consecutive calendar days.

ii) Where a permanent regular part-time vacancy occurs in a classification within the bargaining unit or a new regular part-time position within the **bargaining** unit is **established** by the Hospital, such vacancy shall be posted for a period of seven **(7) consecutive** calendar days. Nurses in this bargaining unit and nurses in another **ONA bargaining** unit at the Hospital, if any, may **make** written application for such vacancy within the seven **(7)** day period referred to herein. Subsequent vacancies created by the filling of a **posted** vacancy **are** to be posted **for seven (7) consecutive** calendar days.

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

A list of vacancies **filled in** the preceding month under **Articles 10.06 (a) and (b)**, and the names of the successful applicants, **will** be posted, with a copy provided to the Association. Unsuccessful applicants will be- notified.

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 **10.06** '(a) or (b) on the basis of their skill, **ability**, experience and **qualifications**. Where these factors are relatively **equal** amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform **the** available work **within** an appropriate **familiarization** period. Where seniority governs, **the** most senior applicant, **regardless** of her or his **ONA** bargaining unit, will be **selected**. Where the applicant has been selected in accordance with this Article **and** it is subsequently determined that she or he cannot satisfactorily perform the job to which she or he was promoted, the Hospital will attempt, during the first thirty **(30)** tours **(225** hours. for nurses **whose** regular hours, of work are other than the standard work day) worked from the date on which the nurse was first assigned to the vacancy, to return the nurse to **her** or his former job, **and** the filling of the subsequent vacancies will likewise be reversed.
- (d) Vacancies **which** are not expected to exceed sixty **(60)** **calendar** days and vacancies caused due to illness, accident, leaves of absence (including pregnancy **and** parental) may be **filled** at the discretion of the Hospital. In filling such vacancies consideration shall be given to regular part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question. If the **temporary** vacancy is not filled by a regular part-time nurse, consideration **will** be given to casual part-time nurses in the bargaining unit on the basis of seniority who **are** **qualified** to perform the work in question, prior to **utilizing** non-bargaining unit nurses supplied by an **agency** or registry. It is understood, however, that where such vacancies occur on short notice, **failure** to offer part-time nurses such work shall not result in any claim **for** pay for time not worked while **proper** arrangements are made to fill the vacancy. Where part-time nurses fill temporary full-time vacancies, such nurses shall be considered regular part-time and shall be covered by the terms **of the** part-time collective agreement. Upon completion of the **temporary** vacancy, such nurse shall **be reinstated** to her or his former position unless the position has been discontinued, in which **case the** nurse **shall** be given a comparable job.

- (e) The Hospital shall have the right to fill **an** permanent vacancy on a temporary basis until the posting procedure or 'the Request for Transfer procedure **provided herein** has **been** complied with and arrangements have been made to permit the nurse selected to fill the vacancy to be assigned to the job.
- (f) A nurse selected as a **result** of a posted vacancy or a Request for Transfer need not be considered for a further permanent vacancy for a period of up to six **(6)** months from the date of her **or** his **selection**.

10.07

- (a) A "Layoff" shall include a reduction **in** a nurse's hours of work, cancellation of all or part of a nurse's scheduled shift and a displacement of a nurse from her or his area of assignment.
- (b) A "**short-term** layoff" shall mean
 - i) a layoff resulting from a **planned** temporary closure of **any** part of the Hospital's facilities during all or part of the months of **July and August** (a "**summer shutdown**") or during the period between **December 15th** and **January 15th** inclusive (a "**Christmas shutdown**");
 - ii) a layoff resulting **from** an emergency which is not **anticipated** to exceed **30** calendar days.
- (c) An "intermediate layoff" **shall** mean
 - i) a layoff resulting from a planned **temporary** closure, not anticipated to exceed six months in length, of any part of the Hospital's facilities for the purpose of construction or renovation;
 - ii) **any** other **temporary** layoff which is not anticipated to exceed three months in length.
- (d) A "long-term layoff" shall mean any **layoff** which is neither a short-term nor an intermediate layoff.
- (e) **The Hospital** shall provide the local Association with no less than **90** calendar days' notice of a summer shutdown, with reasonable notice of any other short-term layoff, and with no less than **30** calendar days' notice, of an intermediate layoff. Notice shall not be required in the case of a cancellation of **all** or part of a **single** scheduled

shift, provided that Article 14.12 has been complied with. In giving such notice, the **Hospital** will indicate to the local Association the reasons causing the layoff and the anticipated duration of the layoff, and will identify **the** nurses likely to be **affected**. If requested, **the** Hospital will meet with the local Association to **review** the effect on nurses in the bargaining unit.

(f) **The** Hospital shall provide **the local Association** with no less than **90** calendar days' notice of a **long-term** layoff and shall meet with the local Association to review the following:

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

10.08 (1) **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.

(2) Nurses shall **have** the following entitlements in the event of a layoff:

- (a) A nurse who has been notified of a short-term layoff: may:
 - i) accept the layoff; or
 - ii) accept an assignment by the Hospital to a vacant position, provided she or he is qualified to perform the available work, and in making such an assignment the **Hospital** shall take account of the nurse' **s** stated preference; or
 - iii) if there are not sufficient **vacant** positions, displace the least senior nurse in the bargaining unit whose **work** she or he is qualified to perform.

- (b) A nurse who has been notified of an intermediate layoff may
- i) accept the **layoff**; or
 - ii) opt to retire if eligible under the terms of the **Hospital's** pension plan **as outlined** in Article **17.04**; or
 - iii) elect to transfer to a vacant position, provided she or he is qualified to perform the available work; or
 - iv) displace the least senior nurse in the bargaining unit **whose** work she or he is **qualified** to perform.
- (c) A nurse who has been notified of a long-term layoff **may**
- i) (accept the layoff: or
 - ii) opt to retire if **eligible under** the terms of the **Hospital's** pension plan **as** outlined in Article **17.04**; or
 - iii) elect to transfer to **a vacant position** provided that she or he is qualified to perform the available work: or
 - iv) displace another nurse in any classification who has lesser bargaining unit seniority and whose work the nurse subject to layoff is qualified to perform.
- (d) In **all** cases of layoff:
- i) Any agreement between the Hospital and the Association **concerning** the method of implementation of a layoff shall take precedence over the terms of this article. The **unavailability** of a representative of the **Association** shall not delay any meeting regarding layoffs or staff reductions.
 - ii) Where a vacancy occurs in a position following a layoff hereunder as a result of which a nurse has been transferred to another position, the affected nurse will be offered the **opportunity** to return to her or his former position providing such vacancy occurs within six **(6)** months of the date of layoff. Where the nurse returns to her or his former position there shall be no obligation to consider

the vacancy under Article **10.06**. Where the nurse refuses the opportunity to return to her or his former position the nurse shall advise the Hospital in writing.

- iii) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the **Association**.
- iv) **All** regular **part-time** and **full-time** nurses represented by the Association who are on layoff will be given a job opportunity in the **full-time** and regular **part-time** categories before any new nurse is hired into either category.
- v) Full-time and part-time layoff and recall rights shall be separate.
- vi) Casual **part-time nurses** shall not be **utilized** while full-time or regular **part-time** nurses remain on layoff, unless the provisions of Article **10.09** have been complied with.
- vii) 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.
- viii) In this Article (**10.08**), a "**vacant position**" shall mean a position for which the posting process has been **completed** and no successful applicant has been appointed.

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

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

- (b) For the purposes of this **article**, an **"occasional vacancy"** shall mean an assignment; which is anticipated **not to** exceed five shifts (**37.5** hours). Occasional vacancies shall be offered first to regular part-time nurses on layoff who have expressed **interest**, and if no such part-time nurse accepts then to full-time nurses on layoff who have **expressed interest**, and if no such full-time nurse accepts then to casual part-time nurses.
- (c) For the purposes of this article, a **"temporary vacancy"** shall mean an assignment which is anticipated to exceed five shifts (**37.5** hours). Temporary vacancies which arise in the full-time bargaining unit shall be offered by seniority first to **full-time** nurses on layoff who have expressed **interest**, and if no such full-time nurse accepts then by seniority to regular part-time nurses on layoff who have expressed interest, and if no such **part-time** nurse **accepts then** to casual part-time nurses. Temporary vacancies which arise in the part-time unit shall be offered by seniority first to regular part-time nurses on layoff who have expressed interest, and if no such part-time nurse accepts then by **seniority** to full-time nurses on layoff who have expressed interest, and if no such full-time nurse (accepts then to casual part-time nurses.
- (d) A nurse to whom an occasional or temporary vacancy is offered may accept or decline such vacancy and **in** either case shall maintain her or his **position** on the recall list. Acceptance of a temporary or occasional vacancy **shall** not constitute a recall from layoff unless the temporary vacancy is anticipated to exceed sixty (**60**) calendar days. A full-time nurse on layoff who accepts a temporary or occasional vacancy **shall** be paid her or his regular full-time rate of pay together with a percentage payment in lieu of benefits at the rate specified for part-time nurses at the Hospital; a full-time nurse who has worked for more than **600** hours in **140 calendar** days as the result of accepting **one** or more temporary vacancies **shall** thereafter be eligible for benefit coverage as a full-time nurse and shall be paid accordingly, and **shall** continue to receive **benefit** coverage so long as she or he continues to fill a temporary vacancy.

10.10

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

- (b) In the event that a nurse is transferred to a position outside of the bargaining unit for a **period in excess of one (1) year**, she or he will **lose** all seniority held at **the** time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will **accrue** from the date of her or his return to the bargaining unit.
- (c) In the **case** of nurses who are employed by **the** Hospital in a position **outside** of the bargaining unit as at May 1, 1994, such nurses shall be credited with seniority **held** at the time of transfer and resume accumulation from the date of their return to the bargaining unit if **such** return occurs prior to April 30, 1997.
- (d) In the event that a nurse is transferred out of the bargaining unit under (a) above for a period of six **(6) months** or an academic year and is **returned** to a position in the bargaining unit, she or he shall not suffer any loss of seniority, service or benefits. **It is** understood and agreed that a **nurse** may decline such offer to transfer and that the period of time referred to above may be extended **by** agreement of the parties.

10.11

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

10.12

In the event of a **rationalization** or consolidation of any part of the **services** of the Hospital with those of **another** hospital or hospitals, the Hospital and the **Association** agree to implement the Guidelines for Employee Transfer **Arrangements** in Hospital **Service Rationalization** established by the Ontario Hospital Industry Labour **Management** Committee, to the extent possible within the

terms of this collective agreement. In implementing the **Guidelines** the parties will 'be **guided** by the following:

- (a) the Hospital **shall** notify affected nurses and the Association as soon as a formal decision to **rationalize** is taken (**ref: Guidelines, paragraph 2**);
- (b) the Hospital and the Association shall begin discussions concerning the specifics of the **rationalization** forthwith after a decision to **rationalize** is taken (**ref: Guidelines, paragraph 3**);
- (c) as soon as possible in the course of **developing** a plan for the implementation of the **rationalization** the Hospital shall notify affected nurses and the Association of the projected staffing needs, and their location, which are anticipated to result (**ref: Guidelines, paragraph 6**); notice to affected nurses and the Association shall include the estimated number and types of positions anticipated to be available, and their location, as the result of the **rationalization** (**ref: Guidelines, paragraph 7**);
- (d) if services in the Hospital are to be reduced or eliminated as the result of a **rationalization**, 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 (**ref: Guidelines, paragraph 7**);
- (e) if a **rationalization** is, anticipated to result in a **loss** of employment for nurses at another hospital by reason of the establishment of a **new** unit or the enlargement or extension of services at the Hospital:
 - i) in the period. before a **rationalization** takes place, where a permanent vacancy occurs and has not been filled after Article 10.06 has been complied with, the vacancy **shall** be filled by the senior **qualified** employee of the other hospital 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 (**ref: Guidelines, paragraph. 5**);
 - ii) when **the rationalization** takes place, and when nurses formerly employed by the other hospital or hospitals 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 (**ref: Guidelines, paragraph 13**). Following implementation of the **rationalization**, 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 **hospital** 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 (**ref: Guidelines, paragraph 14**);

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 **Association** 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** (**ref: Guidelines, paragraph 15**);

(iv) Hours of **work** shall be those of the Hospital (**ref: Guidelines, paragraph 16**);

(v) A nurse who has been transferred to the Hospital **and** who has not completed her or his probationary period at the hospital where she or he was formerly employed **shall** receive credit **for** her **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 (**ref: Guidelines, paragraph 17**).

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 Association.

ARTICLE - LEAVES OF ABSENCE

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

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

11.03 Leave, Board of Directors

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

7 04 Leave, President, O.N.A.

Upon application in **writing** by the Association on behalf of the nurse to the Hospital, a leave of absence shall be granted to such **nurse** elected to the office of President of the Ontario Nurses' Association for a period of up to three (3) consecutive years. Notwithstanding Article 10.04, there shall be no loss of **service** or seniority for a full-time nurse during such leave of absence. **There** shall be no loss of service or seniority for a part-time nurse **during such** leave of **absence**. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Hospital and the Association agrees to reimburse the Hospital in the **amount** of the full cost of such salary and applicable benefits,. It is understood, however, that during such leave the nurse shall **be deemed** to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Hospital of her or his intention to return to work at least two (2) weeks prior to the date of such return.

11.05 Bereavement Leave

A full-time or regular part-time nurse who notifies the **Hospital** as soon as possible following a bereavement shall be granted three (3) consecutive working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral of a member of her or his immediate family. **"Immediate family"** means parent, brother, sister, spouse, son, daughter, **son-in-law**, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild.. **"Spouse"** for the purposes of **bereavement** leave will include a partner of the same **sex**. 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.

11.06 Jury & Witness Duty

If a full-time or **regular** part-time nurse is required to **serve** as a juror in any court of law, or is required to (attend as a witness in a court proceeding in which the Crown is a **party**, or is **required** by subpoena to attend a **court of law** or coroner's **inquest** in connection with a **case** arising from the nurse's duties at the hospital, the **nurse** shall not lose regular **pay because** of such attendance and shall not be required to work on the day of such duty provided that the nurse:

- (a) notifies the Hospital immediately on the nurse's notification that she or he will be required to attend court;

- (b) presents proof of service requiring the **nurse's** attendance;
- (a) deposits with the Hospital **the** full amount of compensation received **excluding** mileage, travelling and meal allowances and an official receipt where available,

11.07 Pregnancy Leave

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

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

- (e) The Hospital may **request** a nurse to commence pregnancy **leave** at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the **pregnancy**.
- (f) On confirmation by the Unemployment 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 Unemployment Insurance pregnancy benefits, pursuant to Section 18 of the Unemployment **Insurance Act** shall be paid a **supplemental** unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her **regular** weekly earnings and the sum of her **weekly Unemployment Insurance** benefits and any other earnings. Such payment shall commence **following** completion of the two week Unemployment Insurance waiting **period**, and receipt by the Hospital of the nurse's Unemployment Insurance **cheque** stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits **for a maximum** period of fifteen (15) weeks. The **nurse's** regular **weekly earnings shall be** determined by multiplying her **regular** hourly rate on her last day worked prior to **the commencement** of the leave times her normal weekly hours.

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

11.08 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 eighteen (18) **weeks'** duration, in accordance with the Employment Standards Act. A nurse who is eligible for a **parental** leave who is the **natural** father or is an **adoptive** parent may extend the parental leave for a period of up to twelve (12) months duration, consideration being

given to any **requirements** of adoption **authorities**. In cases of adoption, the nurse shall advise ~~the~~ hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the **pending adoption**. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the **leave** of absence in writing, the request may be made verbally and subsequently verified in writing.

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

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

- (e) On confirmation by the Unemployment 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 Unemployment Insurance parental benefits **pursuant** to Section **20** of the Unemployment Insurance Act shall be paid a supplemental **unemployment** benefit. That benefit **will** be equivalent to the **difference between** seventy-five percent (**75%**) of the nurse's regular weekly **earnings** and the sum of her or his weekly Unemployment Insurance benefits and any other **earnings**. Such payment shall commence following completion of **the** two week Unemployment Insurance waiting period, and receipt by the Hospital of the **nurse's** Unemployment Insurance cheque stub as proof that she or **he** is in receipt of Unemployment Insurance parental **benefits** and shall continue while the nurse is in receipt of such benefits for

a maximum period of ten (10) weeks. The nurse's regular weekly **earnings** shall **be** determined by multiplying her or his **regular** hourly rate on her or his **last** day worked prior to the **commencement** of the leave times her or **his** normal weekly hours.

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

11.09 Education Leave

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

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

Any employee who is on an **authorized** leave of absence as of October **23, 1981**, shall be entitled to continue the leave in accordance with the terms thereof.

11.11 Pre-Paid Leave Plan

Effective April 1, 1989, the Hospital agrees to introduce a **pre-paid** leave program, **funded** solely by the nurse, subject to the following terms and conditions:

- (a) The **plan is** available to nurses wishing to spread four (4) years' salary over a five (5) year period, in **accordance** with Part **LXVIII** of the **Income Tax Regulations**, Section **6801**, to enable **them** to take a **one (1)** year leave of **absence** following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Director of Nursing at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the **intended** purpose of the leave.
- (c) The number of nurses that may be absent at any one time shall be determined by local negotiations. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Association and the Hospital.
- (d) Written applications will be reviewed by the Director of Nursing or designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, **20%** of the nurse's gross annual earnings will be deducted **and** held for the nurse and will not be accessible to her or him until the year of the **leave** or upon <withdrawal from the plan.
- (f) The manner in which the deferred salary **is held shall** be at the discretion of the Hospital.
- (g) **All** deferred **salary**, plus accrued interest, if **any**, **shall be paid** to the nurse at the commencement of the **leave** or in accordance with such other payment schedule as may be agreed upon **between** the Hospital and the nurse.

- (h) All benefits shall be kept whole during the four **(4)** years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during **the** period of leave. Full-time nurses shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Hospitals 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 Director of Nursing. Deferred salary, plus accrued interest, if **any**, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Hospital will endeavour to find a **temporary** replacement for the nurse as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The **Hospital will** give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the **leave** at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the nurse within a reasonable **period** of time.
- (l) The nurse will be reinstated to her or his former **position unless** the position has been discontinued, in which case! the nurse shall be given a **comparable job**.
- (m) Final approval **for** entry into the **pre-paid** leave program will be subject to the nurse entering into a formal agreement with the Hospital in order to **authorize** the Hospital to make the appropriate deductions from the nurse's pay. Such agreement will **include:**
- (a) A statement that the nurse is entering the **pre-paid** leave program in accordance with Article **11.11** of the **Collective** Agreement:.

(b) The period of salary deferral and the **period** for which the leave is requested.

(c) 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.

11.12 **Secondments**

A nurse who is seconded from the Hospital to a bipartite or tripartite **committee/position** involving the Health Sector or the Broader Public Sector shall be granted a leave of absence without pay for a period of up to five **(5)** years. Notwithstanding Article **10.04** there shall be no loss of seniority or service during such leave. Subject to the agreement of the agency to which the nurse is seconded, the nurse's salary and applicable benefits shall be maintained by the hospital and the hospital shall be reimbursed for the full cost of salary and applicable benefits by the agency to which the nurse is seconded. The nurse agrees to notify the Hospital of her or his intention to return to work at least two **(2)** weeks prior to the date of such return.

NOTE 1: (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.

NOTE 2: (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.

ARTICLE - SICK LEAVE AND LONG-TERM DISABILITY

(Articles **12.01 to 12.14** 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**.

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 payout 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**, and;
- (b) where a payout provision **existed** under the former sick leave plan in the Collective Agreement, payout shall be made on the termination of **employment**, or in the case of death, to the nurse's estate. The! amount of the payout 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 the date of this award;
- (c) **where** , as of the effective date of transfer, an employee does not have the required **service** to qualify for payout on termination, her or his 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 payout under the **conditions** of the sick leave plan in which she or **he** participated as of the date of this award:

(d) where a payout 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 Workers' Compensation Board as compensable within the meaning of The Workers' Compensation Act, the Hospital, on application from the nurse, will supplement the award made by The **Workers'** Compensation Board for loss of wages to the nurse by such amount that the award of The Workers' Compensation 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 Worker's Compensation.

- 12.04** When a nurse **has completed** any portion of her or his regularly scheduled tour prior to going on sick leave benefits **or** Workers' Compensation benefits, the nurse shall be paid for the balance of the tour at her or his regular **straight** time hourly rate. This provision will not **disentitle** the nurse to a **lieu** day under Article **15.05** if she or he otherwise qualifies.
- 12.05** Nurses returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.
- 12.06** A nurse who transfers from full-time to part-time may elect to retain her or his **accumulated** sick leave credits to be **utilized** during part-time or subsequent full-time employment as provided under the sick leave plan in which the nurse participates as of October **23, 1981**.
- 12.07** **Any** dispute which **may** arise concerning a nurse's entitlement to short-term or long-term benefits under **HOODIP** may be subject to grievance and arbitration under the provisions of this Agreement.
- 12.08** Nurses presently employed who are covered by a long-term disability plan in effect as of the date of this award, may elect to be covered by **HOODIP** or to continue their present coverage.
- 12.09** The Hospital further agrees to pay employees an amount equal to any loss of benefits under **HOODIP** for the first two days of the fourth and subsequent period of absence in any calendar year.

- 12.10** During the term of operation of this Collective! Agreement, the Hospitals will meet and consult with the! Association with the view to assisting the parties in the! next set of **negotiations** to improve the benefit coverage! provided **by HOODIP**.
- 12.11** The Hospital will notify each nurse of the amount of unused sick leave in her or his bank annually.
- 12.12** For nurses whose regular hours of work are other than the standard work day, the short term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour **to a total of 562.5** hours. All other provisions of the existing plan shall **apply mutatis mutandis**.
- 12.13** Absences due **to** pregnancy related illness shall be **considered** as sick leave under the sick leave **plan**.
- 12.14** 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 **Worker's** Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the nurse **would receive** from Workers' Compensation if the nurse's claim was approved, or the benefit to which the nurse **would** be entitled under the short term sick 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 Workers' Compensation Board. If the claim for Workers' **Compensation** is not approved, the monies paid as an advance will be applied towards the benefits to which the nurse would be entitled under the short term portion of the disability income plan, Any payment under this provision will continue for a maximum of fifteen **(15)** weeks.
- (Articles **12.15** and **12.16** apply to part time nurses only)
- 12.15** Part-time nurses returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.
- 12.16** A **nurse who** transfers from full-time to part-time may elect to retain her or his accumulated sick leave credits to be **utilized** during part-time or subsequent full-time employment **as** provided under the sick leave plan in which the **nurse** participates as of October **23, 1981**.

ARTICLE - 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 (**7 1/2**) consecutive hours in any twenty-four (**24**) hour period exclusive of an unpaid one-half (**1/2**) 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 nursing 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 **37 1/2** hours per week over the schedule to be determined by local negotiations.
- (d) Where a nurse notifies her or his supervisor that she or he has been or will be unable to take the normal lunch break due to the requirement of providing patient **care**, such nurse shall be paid time and one half (**1 1/2**) her or his regular straight time hourly rate for all time worked in excess of her or his normal daily hours.

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

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

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

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

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

NOTE: Hospitals that have extended tours that are presently different than the above, shall maintain those conditions.

ARTICLE 14 - PREMIUM PAYMENT

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

If a nurse is **authorized** to work in excess of the hours **referred** to in Article **13.01** (a) or **(c)** , she or he shall receive **overtime** premium of one and one-half **(1 1/2)** times her or his regular straight time hourly rate. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen **(15)** minutes of overtime work where the nurse is engaged in reporting functions at the end of her or his normal daily tour. If **authorized** overtime amounts to fifteen **(15)** minutes or more, overtime premium shall be paid for the total period in excess of **the normal** daily tour. Overtime premium will not be duplicated for the same hours worked under Article **13.01** (a) and **(c)** nor shall there be any pyramiding with respect to any other premiums payable under the **provisions** of this Collective Agreement. Nothing herein will **disentitle** the nurse to payment of the normal tour **differential** provided herein. For purpose of clarity, a **nurse** who is required to work on her or his scheduled **day** off shall receive overtime premium of one and one-half **(1 1/2)** times her or his regular **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)**, she or he shall receive overtime premium of

one and one-half (**1 1/2**) times her or his **regular** straight time hourly rate. A part-time nurse (including casual nurses but not including **part-time** nurses who are filling temporary full-time vacancies) who works in excess of seventy-five (**75**) hours in a two (**2**) week period shall receive time and **one-half (1 1/2) her or his** regular straight time hourly rate for all hours worked in excess of seventy-five (**75**). A part-time nurse who is **filling** a temporary full-time vacancy shall receive time and one-half (**1 1/2**) her or his regular straight time hourly rate for all hours worked **in** excess of an average! of **37 1/2** hours per week over the full-time nursing schedule determined **by** the Hospital. Such **averaging** will commence at the conclusion of the two week period following the nurse's transfer to the ***temporary full-time** position and will end at the conclusion of the two week period prior to the nurse's return to her or his former position. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (**15**) minutes of overtime work where the nurse is engaged in reporting functions at the end **of** her or his normal daily tour. If **authorized** overtime amounts to fifteen (**15**) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article **13.01** (a) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will **disentitle** the nurse to payment of the normal tour differential provided herein. 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 (**1 1/2**) 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 (1 1/2)** the nurse's regular straight time hourly rate **as** a result of 14.03 above and the nurse is required to work **additional** hours following her or his full **tour** on that day (but not **including** hours on, a **subsequent** regularly **scheduled** tour **for** such nurse) such **nurse** shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked.
- 14.05 A nurse who reports for work as **scheduled**, unless otherwise notified by the Hospital, shall receive a minimum of four (4) **hours'** pay at her or his regular **straight** time hourly rate. The nurse shall be required to perform any nursing duties assigned by the Hospital which she or he is capable of doing, if her or his regular duties are not **available**.
- 14.06 Where a **full-time** or regular part-time nurse has completed her or his **regularly** scheduled tour and left **the** hospital and is **called** in to work **outside** her or his regularly scheduled working hours, or **where** a nurse is called back from standby, such nurse shall receive time and one-half (1 1/2) her or his **regular** straight time hourly **rate** for all **hours worked** with a minimum guarantee of four (4) **hours'** pay at time and one-half (1 1/2) her or his regular **straight** time hourly rate except to the **extent that** such four (4) hour period overlaps or (extends **into** her or his regularly scheduled shift. In **such** a case, the nurse will receive time **and** one-half (1 1/2) her or his **regular** straight time hourly rate for actual, hours **worked** up to the commencement of her or his regular shift.
- 14.07 A nurse who is **required** to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of two dollars; and fifty **cents (\$2.50)** 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 three dollars (**\$3.00**) 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 (a) In computing a full-time nurse's regular straight time hourly rate under this **Collective** Agreement such rate shall be established by dividing the product of the nurse's regular monthly salary exclusive of any **allowance** or premium pay times twelve (12) by the regular average weekly hours **times** fifty-two (52).

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

14.09 (Article **14.09** applies to **full-time** nurses only)

Where **a** nurse has worked and accumulated approved hours for which **she** or he is entitled to be paid premium pay (other than **hours** relating to working on **paid** holidays) such nurse **shall** have the option of **electing** payment at the **applicable** premium rate or time off equivalent to the applicable premium rate (**i.e.**, where **the** applicable rate is time and one-half (**1 1/2**)) then time off shall be at **time** and one-half (**1 1/2**)). Where a nurse chooses equivalent time off such time off must be taken within the **period** set **out** in the Appendix of Local Provisions or payment in **accordance** with the former option shall be made. Nurses in the bargaining unit engaged in teaching in **Schools** for **R.P.N.'s** working overtime in excess of their average weekly hours referred to in Article **13.01** (c) which have been **authorized** in advance by the Director of the School, shall be entitled to compensating time off in accordance with the foregoing.

14.10 A nurse shall be paid a shift premium of one dollar (**\$1.00**) per hour for each hour worked which falls within the hours defined **as** an evening shift **and** one **dollar** and twenty-five cents (**\$1.25**) for each hour worked which falls within the hours defined **as** a night shift provided that such hours exceed two (**2**) hours if worked in conjunction with the day shift. Tour differential **will** not **form** part of the nurse's straight time hourly **rate**. For purposes of this provision, the night: **shift** and the evening shift each consist of **7.5** hours. The defined hours of a night; and evening shift shall be a matter for local negotiation.

14.11 Ambulance Escort

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

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

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

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

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 (**1 1/2**) of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of the nurse's new schedule.
- (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 (**1 1/2**) of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift **of** the nurse's new schedule. Such changes shall not be considered a lay-off.
 - iii) 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.
 - iv) 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.

- 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 thirty-five cents (**35¢**) per mile (to a maximum of fourteen **dollars (\$14.00)**) 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 **four** dollars (**\$4.00**) 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 **1/2** hour paid meal period and shall be provided with a hot meal or four dollars (**\$4.00**) if the Hospital is unable to provide the hot meal.
- 14.15 A nurse shall be paid a weekend premium of one dollar and thirty-five cents (**\$1.35**) 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 her or his full scheduled shift on each of the **working days immediately** preceding and following the **holiday** concerned unless excused by the Hospital or the nurse **was** absent due to:

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

A nurse entitled to holiday pay hereunder **shall** not receive sick leave pay to which she or he may otherwise have been **entitled** unless she or he was scheduled to work **that** day. A nurse receiving Worker's **Compensation** 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 **(1 1/2)** the nurse's regular straight time hourly rate of pay for all hours worked on such holiday subject to **Article 14.04**. In addition, the nurse **will** receive a lieu day off with pay in the amount of her or his **regular** straight time **hourly** rate of pay times the number of hours in a normal daily tour as set out in **Article 13.01** (a).

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 **part-time** nurse works on any of the holidays listed in **Article 15.01** of this Agreement, she: or he shall be paid at the rate of **time** and lone-half (**1 1/2**) her or his regular straight time hourly rate (as set out in the Wage Schedule) for all hours worked on such holiday, subject to the application of Article **14.04** regarding hours worked in addition to her or his full **tour**.

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**.

ARTICLE - VACATIONS

(Articles **16.01** to **16.05** apply to full-time nurses only)

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

- (a) Nurses 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 nurses whose **regular** hours of work are other than the standard work day) for each completed month of service with **pay** in the amount of **6%** of gross earnings.
- (b) Nurses **who** have completed one (**1**) or more years of **full-time** continuous service (**as** of the date for determining vacation **entitlement** in the individual Hospital) **shall** be entitled to an annual vacation of three (**3**) weeks with three (**3**) weeks' pay (**112.5 hours'** pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least **1525** hours in **the** vacation year.

- (c) Nurses who have completed three (3) or more years of full-time continuous service (as of the date for **determining** vacation entitlement in the individual **Hospital**) shall be entitled to an annual **vacation** of four (4) weeks with four (4) weeks' pay (150 hours' pay for nurses whose regular hours of work are other than the **standard** work day), provided the nurse works or receives paid **leave** for a total of **at least 1525** hours in the vacation year.
- (d) Nurses who have completed fifteen (15) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay (187.5 hours pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least **1525** hours in the vacation year.
- (e) Nurses who have completed twenty five! (25) years or more of full-time continuous service (as of the date for determining vacation entitlement in the individual **hospital**) shall 'be **entitled** to an annual vacation of six (6) weeks' with six (6) weeks' pay (225 hours' pay for nurses whose regular hours of work are other than the standard work day), provided the nurse works or receives paid leave for a total of at least **1525** hours in the vacation year.
- (f) If a nurse works or receives paid leave for less than **1525** hours in the vacation year she or he will receive vacation pay **based** on a percentage of her or his gross **salary** for work performed on the following basis:
- | | |
|--------------------|--------|
| 3 week entitlement | -- 6% |
| 4 week entitlement | -- 8% |
| 5 week entitlement | -- 10% |
| 6 week entitlement | -- 12% |

NOTE: Nurses 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 her or him to the date of **her or his separation**, it being understood and agreed that the nurse will provide at least two **(2)** weeks' notice of **termination**.
- 16.03** For the purpose of vacation entitlement, service for those nurses whose status is changed, on or after October **23, 1981**, from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time nurse employed by the Hospital and accumulated on a continuous basis. For the **purpose** of **this Article**, **1500** hours of part--time service **shall** equal one **(1)** year of full-time service and vice versa.
- 16.04** 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.
- 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, the nurse shall be entitled to bereavement leave in accordance with Article **11.05**.
 - (e)** **The portion** of the employee **'s** vacation which is deemed to **be** bereavement leave **under** the above provisions will **not be counted** against the employee's vacation credits.

(Articles **16.06** to **16.09** and the **Note following** Article **16.09** apply to **part-time** nurses only)

16.06 All regular part-time nurses shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time nurses, of their gross earnings in the preceding year. If a nurse works or receives paid leave for less than **1100** hours in the vacation year she or he will receive vacation pay based on a percentage of her or his **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%

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

Casual **part-time** nurses will be paid vacation pay in accordance with the above entitlement on gross earnings or on gross **salary** for work performed, as applicable. Such vacation pay will be paid on monies earned on or after April **1, 1988**. **Equivalent** years of service will be based on the casual part-time nurse'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 her or him to the date of her or his separation, it being understood and agreed that the nurse will provide at least two **(2)** weeks' notice of termination.

16.08 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.

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

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.

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** Blue Cross Semi-Private 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 **existing** Blue Cross Extended **Health** Care Benefits Plan or comparable coverage with another carrier providing for **\$15.00** (single) and **\$25.00** (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 **\$300/person**) and vision care (maximum **\$60** every **24** months).
 - (d) The Hospital agrees to contribute **100%** of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under **H.O.O.G.L.I.P.** or such other group life insurance plan currently in effect providing the balance of the monthly premiums are paid by the nurses through payroll deductions. Such insurance shall include benefits for accidental death and dismemberment in the principal amount **equal** to the amount of the Group Life Insurance to which the nurse! is entitled.

(e) Hospitals of Ontario Voluntary Life Insurance Plan

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

(f) The Hospital agrees to contribute **75%** of the billed premiums towards coverage **of eligible** nurses in the active employ of the Hospital under the Blue Cross **#9 Dental Plan** or comparable coverage with another carrier (**based** on the current **ODA fee schedule** as it may be updated from time to time) providing the balance of the monthly premiums are paid by the nurses through payroll deductions.

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

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 **enrollment 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 Association of any change in carrier or underwriter at least sixty (**60**) days prior to implementing a change in carrier.

17.04 All present nurses enrolled in the Hospital's Pension Plan shall maintain their **enrollment** in the Plan subject to its terms and **conditions**. New nurses and nurses employed but not yet eligible for membership in the Plan shall, as a condition of employment, **enroll** 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 Workers' Compensation 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 Unemployment Insurance **Period**) or on Long Term Disability 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.
- 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 Ibenefits 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 Association for **inspection**.
- (b) The Hospital shall notify the Association 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 Association with a copy of all **current** information booklets, provided to the nurses.
- 17.08 Unemployment Insurance Rebate
- The short--term sick **leave plan** shall be registered with the Unemployment Insurance Commission (**UIC**). The nurses' share **of** the employer's **unemployment** insurance premium reduction will be retained by the **Hospital** towards offsetting the cost of the benefit improvements contained in this agreement.
- 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 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 that pertain to these benefit plans.

ARTICLE 18 - MISCELLANEOUS

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

ARTICLE 19 - COMPENSATION

- 19.01 (a) The pay equity adjusted 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 **pay equity adjusted** monthly wage schedule for a full-time Registered Nurse and the **pay equity adjusted** regular straight **time** hourly rates for all **regular** and **casual** part-time registered nurses at hospitals covered by the central Pay Equity Settlement, dated June 4, 1993, shall be as follows:

Classification - Registered Nurse,Pay Equity Adjusted DatesEffective April 1, 1993

	<u>Regular Straight Time Hourly Rate</u>	<u>Monthly Rate</u>
Start	17.10	2778.75
1	18.00	2925.00
2	18.75	3046.88
3	19.78	3214.25
4	20.80	3380.00
5	21.83	3547.38
6	23.11	3755.38
7	24.39	3963.38
8	25.67	4171.38
9	26.96	4381.00

Effective January 1, 1994

	<u>Regular Straight Time Hourly Rate</u>	<u>Monthly Rate</u>
Start	17.38	2824.25
1	18.28	2970.50
2	19.03	3092.38
3	20.06	3259.75
4	21.08	3425.50
5	22.11	3592.88
6	23.39	3800.88
7	24.67	4008.88
8	25.95	4216.88
9	27.24	4426.50

Effective Jan. 1, 1995

	<u>Regular Straight Time Hourly Rate</u>	<u>Monthly Rate</u>
Start	17.66	2869.75
1	18.56	3016.00
2	19.31	3137.88
3	20.34	3305.25
4	21.36	3471.00
5	22.39	2638.38
6	23.67	3846.38
7	24.95	4054.38
8	26.23	4562.38
9	27.52	4472.00

Effective Jan. 1, 1996

	<u>Regular Straight Time Hourly Rate</u>	<u>Monthly Rate</u>
Start	17.94	2915.25
1	18.84	3061.50
2	19.59	3183.38
3	20.62	3350.75
4	21.64	3516.50
5	22.67	3683.88
6	23.95	3891.88
7	25.23	4099.88
8	26.51	4307.88
9	27.80	4517.50

NOTE: Where a Participating **Hospital** listed in Appendix "A" to the Memorandum of Conditions for Joint Bargaining, dated November 5, 1993, was not a party to the June 4, 1993 Central Pay **Equity** Settlement, Appendix 3 will set out the applicable rates of pay, including any pay equity **adjusted** rates, that apply to the nurses covered by those agreements and the rates set out in Appendix 3 **will** prevail over the rates set out in Article 19.01 (a) above.

(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, enroll 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 Graduate Nurse in the employ of the Hospital upon presenting proof of current certification by the College of Nurses of Ontario shall be given the salary of the Registered Staff Nurse as provided in this Article **effective** the date the nurse presents proof of **successfully** passing the certification examination to the Director of Nursing or designate, or to the date of last hire whichever is later.

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

- 19.04 (a) A full-time or regular part-time nurse who is promoted to a higher rated **classification** within the bargaining unit **will** be placed on the level of the salary schedule of the higher rated **classification** so that the nurse shall receive no less an increase in salary than the equivalent of one step in the salary range of the previous classification (**provided** that it does not exceed the salary range of the **classification** to which the nurse has been promoted) and the nurse shall retain her or his service review date for purposes of wage progression.. For the purpose **of** this Article, promotion **shall** be defined as a move from one classification to another classification with a higher salary grid and shall not include a change **of** status from Graduate to Registered Nurse. A nurse **who** is moved to a lower rated **classification** will be placed at the level on the grid, if any, which most **closely recognizes** her or his experience level. on the other grid.
- (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 twenty cents (**\$1.20**) per hour for such duty in addition to her or his **regular** salary, The Hospital **agrees** that it will not make **work** assignments which will violate the purpose and intent of this provision.

- (c) Graduate Nurses who become Registered Nurses shall be placed on the **level** in the Registered Nurse's salary grid **which represents** an increase in salary.
- (d) **Group, Unit or Team Leader**

Whenever a nurse is assigned additional responsibility to direct, supervise or oversee work of **nurses**, and/or be **assigned** overall responsibility for patient care on the unit, ward, or area, for a tour of duty, the nurse shall be paid a premium of sixty cents (**60¢**) per hour in addition to her or his regular salary and **applicable** premium allowance.

19.05 (Article 19.05 (a) and 19.05 (b) apply to full-time nurses only)

- (a) **Claim for** recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. The nurse shall co-operate with the Hospital by providing verification of previous experience so that her **or his** recent related clinical experience may **be determined and** evaluated during her or his probationary **period**. Having **established the recent related clinical experience**, the Hospital will credit a new nurse with one **(1) annual** service increment for each year of **experience** up to a maximum of Level 6 (i.e., **5th year** increment).

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

Currently employed nurses who were eligible to **claim** credit under the **formula** of one increment for **every** two years of experience **may** make a claim under the present provision and **will** have their **position** on the salary grid adjusted, effective April **1, 1991**, to a maximum of Level 6 (**5th** year increment) .

- (b) Where a casual nurse hired between **October 1, 1987** and **March 31, 1988** transfers to full-time, the nurse may make a claim under (a) **above** at the time of the transfer, **provided** the transfer occurs within six **(6)** months of the nurse's date of **hire**.

(Article 19.05 (c) and 19.05 (d) apply to part-time nurses only)

- (c) **Claim** for recent related clinical experience, **if any**, shall be made in writing by the part-time nurse at the time of hiring **on** the application for employment form **or** otherwise. The part-time nurse shall, **co-operate** with the Hospital by providing verification of previous experience so that her recent **related clinical experience** may be determined and **evaluated** during her probationary period. Having established the recent related **clinical** experience, the Hospital will credit a **new** part-time nurse with one **(1)** annual service increment for each year of experience (calculated pursuant to the formula set out in Article 16.03) up to a maximum of **Level 6** (i.e., **5th year** increment). 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**.

Currently employed nurses who were eligible to **claim** credit under the formula of one increment for every two **years** of experience may make a claim under the present provision and will have their position **on** the salary grid adjusted, effective April 1, 1991, to a maximum of **Level 6** (5th year increment).

- (d) Where a casual nurse hired between October 1, 1987 and **March 31, 1988** transfers to **regular** part-time, the nurse may make a claim under (a) above at the time of the transfer, provided the transfer **occurs** within six **(6)** months of the nurse's date of hire.

19.06

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

(c) Effective November 15, 1985 casual part-time nurses will be placed on the salary **grid** in accordance with their service, such service to be calculated in **accordance** with the seniority calculation set out in Article 10.02. Casual part-time nurses will then **advance** on the grid in the same manner as regular **part-time** nurses.

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

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

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

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

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

19.09 Education Allowance

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

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 agrees 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 has **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 **10.06**.

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

ARTICLE 21 - SUPERIOR CONDITIONS

21.01 **Unless** existing benefits, rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained herein are specifically **retained** by this Agreement, they shall be deemed not to continue **in** effect.

It is, however, hereby confirmed that where such **references** are made to existing Superior Conditions that they **refer** to conditions existing prior to October **23, 1981**

21.02 The Association and the Participating Hospitals agree to establish a committee consisting of two **(2)** representatives of the Association 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, 1996** 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 parties will meet to determine the procedures to be followed.

ARTICLE 23

- 23.01 Attached hereto and forming part of this Agreement are the following **appendices**:
- Appendix 1 - **O.N.A. Grievance** Form
 - Appendix 2 - List of **Professional** Responsibility Assessment Committee - Chairpersons
 - Appendix** 3 - Salary Schedule
 - Appendix 4 - **Superior** Conditions - If Any
 - Appendix** 5 - Appendix of Local Provisions
 - Appendix** 6 - **O.N.A.** Professional Responsibility Complaint Form

APPENDIX 23 TO THE COLLECTIVE AGREEMENT

Between

OTTAWA CIVIC HOSPITAL
(Hereinafter referred to as the "Hospital")

And

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

Expiry: 31 March 1996

ONTARIO NURSES' ASSOCIATION
ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO
GRIEVANCE REPORT / RAPPORT DE GRIEF

ONA LOCAL
SECTION LOCALE
DE L'AMO

EMPLOYER
EMPLOYEUR

STEP
ÉTAPE

DATE SUBMITTED TO EMPLOYER
DATE DE SOUMISSION À L'EMPLOYEUR

GRIEVOR
PLAIGNANTE

1.

DEPARTMENT
SERVICE

GRIEVANCE NO.
N° DU GRIEF

2.

3.

NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT

SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ

SIGNATURE OF GRIEVOR:
SIGNATURE DE LA PLAIGNANTE:

SIGNATURE OF ASSOCIATION REP.:
SIGNATURE DE LA RÉP. DE L'AMO:

STEP ONE

EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR

DATE:
DATE:

PREMIÈRE ÉTAPE

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE
SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR

DATE RECEIVED BY LOCAL:
DATE DE RÉCEPTION PAR LA SECTION LOCALE:

STEP TWO

EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR

DATE:
DATE:

DEUXIÈME ÉTAPE

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE
SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR

DATE RECEIVED BY LOCAL:
DATE DE RÉCEPTION PAR LA SECTION LOCALE:

STEP THREE

EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR

DATE:
DATE:

TROISIÈME ÉTAPE

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE
SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR

DATE RECEIVED BY LOCAL:
DATE DE RÉCEPTION PAR LA SECTION LOCALE:

APPENDIX 2LIST OF PROFESSIONAL RESPONSIBILITYASSESSMENT COMMITTEE - CHAIRPERSONS

1. Ms. **Marilynn G. Booth**
Program Manager
Continuing **Education** - Nursing
Ryerson Polytechnical Institute
350 Victoria, Street
Toronto, ON **M5B 2K3**
(w) **979-5035**
2. Mrs. Patricia Lang
Vice-President, Academic
Georgian College
One Georgian Drive
Barrie, ON L4M 3X9
(w) **705-728-1968 x1260**
3. Ms. Louise **Lemieux-Charles**
Asst. Prof. & Program Director
HMRU, Dept. of Health Admin.
Faculty of Medicine
University of Toronto
Room **201, McMurrich Bldg**
12 Queens Park Crescent West
Toronto, ON **M4S 1A8**
(w) **978-6963**
4. Ms. Patricia **Mandy**
Director of Nursing
Henderson General Division
Hamilton Civic **Hospitals**
711 Concession Street
Hamilton,, ON **L8V 1C3**
(w) **905-389-4411**
5. Mrs. Maxine **Pastirik**
Teacher/Program Developer
Niagara College of Applied Arts
& Technology
54 Third Street
Welland, ON L3B 4W4
(w) **416-735-2211**
6. Ms. Darlene Steven
Associate **Professor**
School of Nursing
Lakehead University
966 Oliver Road
Thunder Bay, ON P7B 5E1
(w) **807-343-8643**
7. Ms. Judy **Tiivel**
Clinical Nurse **Specialist -**
Gerontology
Department of Nursing
The Toronto Hospital
Western Division
399 Bathurst Street
Toronto, ON M5T 2S8
8. Ms. Donna **Tremblay**
Dean, Health **Sciences**
Sault College of Applied Arts
& Technology
433 Northern Avenue
Sault Ste. Marie, ON P6A 5L3
(w) **705-759-6774**

APPENDIX 3
SALARY SCHEDULE - FULL-TIME (Hourly, Biweek, Monthl, Annually)

<u>OCC. CODE</u>	<u>CLASSIFICATION</u>		
380	Nurse Technician	*679	PCN with Bacc.
*656	RN with Masters	*680	PCN
*662	RN w\o further prep.	*681	PCN with 1 yr. University
*663	RN with PGA	696	Receptionist - Nursing Office
*664	RN with 1 yr. University	697	Main X-Ray Nurse
*665	RN with Bacc.		

<u>START</u>	<u>AFTER</u> 1 YR.	<u>AFTER</u> 2 YRS.	<u>AFTER</u> 3 YRS.	<u>AFTER</u> 4 YRS.	<u>AFTER</u> 5 YRS.	<u>AFTER</u> 6 YRS.	<u>AFTER</u> 7 YRS.	<u>AFTER</u> 8 YRS.	<u>AFTER</u> 9 YRS.
<u>Effective April 1, 1993</u>									
17.10	18.00	18.75	19.78	20.80	21.83	23.11	24.39	25.67	26.96
1282.50	1350.00	1406.25	1483.50	1560.00	1637.25	1733.25	1829.25	1925.25	2022.00
2778.75	2925.00	3046.88	3214.25	3380.00	3547.38	3755.38	3963.38	4171.38	4381.00
33345.00	35100.00	36562.56	38571.00	40560.00	42568.56	45064.56	47560.56	50056.56	52572.00
<u>Effective January 1, 1994</u>									
17.38	18.28	19.03	20.06	21.08	22.11	23.39	24.67	25.95	27.24
1303.50	1371.00	1427.25	1504.50	1581.00	1658.25	1754.25	1850.25	1946.25	2043.00
2824.25	2970.50	3092.38	3259.75	3425.50	3592.88	3800.88	4008.88	4216.88	4426.50
33891.00	35646.00	37108.56	39117.00	41106.00	43114.56	45610.56	48106.56	50602.56	53118.00
<u>Effective January 1, 1995</u>									
17.66	18.56	19.31	20.34	21.36	22.39	23.67	24.95	26.23	27.52
1324.50	1392.00	1448.25	1525.50	1602.00	1679.25	1775.25	1871.25	1967.25	2064.00
2869.75	3016.00	3137.88	3305.25	3471.00	3638.38	3846.38	4054.38	4262.38	4472.00
34437.00	36192.00	37654.56	39663.00	41652.00	43660.56	46156.56	48652.56	51148.56	53664.00
<u>Effective January 1, 1996</u>									
17.94	18.84	19.59	20.62	21.64	22.67	23.95	25.23	26.51	27.80
1345.50	1413.00	1469.25	1546.50	1623.00	1700.25	1796.25	1892.25	1988.25	2085.00
2915.25	3061.50	3183.38	3350.75	3516.50	3683.88	3891.88	4099.88	4307.88	4517.50
34983.00	36738.00	38200.56	40209.00	42198.00	44206.56	46702.56	49198.56	51694.56	54210.00

APPENDIX 3

SALARY SCHEDULE - FULL-TIME (Hourly, Biweekly, Monthly, Annually)

OCC. CODE

CLASSIFICATION

384 Infection Control officer

START	AFTER 1 YR.	AFTER 2 YRS.	AFTER 3 YRS.	AFTER 4 YRS.	AFTER 5 YRS.	AFTER 6 YRS.	AFTER 7 YRS.	AFTER 8 YRS.	AFTER 9 YRS.
<u>Effective April 1, 1993</u>									
19.01	20.02	20.84	21.99	23.11	24.26	25.68	27.10	28.52	29.96
1425.70	1501.16	1563.07	1649.16	1733.29	1819.28	1925.97	2032.55	2139.23	2246.73
3089.01	3252.51	3386.65	3573.18	3755.47	3941.77	4172.94	4403.86	4634.99	4867.91
37068.12	39030.12	40639.80	42878.16	45065.64	47301.34	50075.28	52843.2	55619.88	58414.92
<u>Effective January 1, 1994</u>									
19.32	20.33	21.15	22.30	23.42	24.57	25.99	27.41	28.83	30.27
1449.04	1524.51	1586.41	1672.50	1756.63	1842.61	1949.31	2055.89	2162.56	2270.06
3139.59	3303.10	3437.22	3623.76	3806.03	3992.33	4223.50	4454.42	4685.55	4918.47
37675.08	39637.20	41246.64	43485.12	45672.36	47907.96	50682.00	53453.04	56226.60	59021.64
<u>Effective January 1, 1995</u>									
19.63	20.64	21.46	22.61	23.73	24.88	26.30	27.72	29.15	30.58
1472.39	1547.86	1609.75	1695.85	1779.96	1865.94	1972.64	2079.22	2185.90	2293.40
3190.17	3353.70	3487.80	3674.35	3856.58	4042.88	4274.06	4504.97	4736.11	4969.03
38282.04	40244.40	41853.60	44092.20	46278.96	48514.56	51288.72	54059.64	56833.32	59628.36
<u>Effective January 1, 1996</u>									
19.94	20.95	21.77	22.92	24.04	25.19	26.61	28.03	29.46	30.89
1495.73	1571.21	1633.09	1719.20	1803.30	1889.28	1995.98	2102.55	2209.23	2316.73
3349.75	3404.29	3538.37	3724.93	3907.14	4093.44	4324.62	4555.53	4786.67	5019.58
38889.00	40851.48	42460.44	44699.16	46885.68	49121.28	51895.44	54666.36	57440.04	60234.96

APPENDIX 3SALARY SCHEDULE - FULL-TIME (Hourly, Biweekly, Monthly, Annually)OCC. CODECLASSIFICATION

*483 Teacher with 1 yr. Univ.
 *484 Teacher with Bacc.
 *487 Teacher with Masters

START	AFTER 1 YR.	AFTER 2 YRS.	AFTER 3 YRS.	AFTER 4 YRS.	AFTER 5 YRS.	AFTER 6 YRS.	AFTER 7 YRS.	AFTER 8 YRS.	AFTER 9 YRS.
<u>Effective April 1, 1993</u>									
18.71	19.70	20.48	21.55	22.61	23.69	25.04	26.42	27.80	29.20
1402.88	1477.45	1535.84	1615.90	1695.88	1776.49	1878.32	1981.14	2085.11	2189.89
3039.57	3201.15	3327.65	3501.12	3674.41	3849.06	4069.70	4292.46	4517.74	4744.77
36474.84	38413.80	39931.80	42013.44	44092.92	46188.72	48836.40	51509.52	54212.88	56937.24
<u>Effective January 1, 1994</u>									
19.01	20.01	20.78	21.85	22.92	23.99	25.35	26.72	28.10	29.50
1425.85	1500.43	1558.77	1638.78	1718.71	1799.28	1901.08	2003.88	2107.86	2212.63
3089.34	3250.94	3377.34	3550.68	3723.87	3898.43	4119.01	4341.74	4567.02	4794.04
37072.08	39011.28	40528.08	42608.16	44686.44	46781.16	49428.12	52100.88	54804.24	57528.48
<u>Effective January 1, 1995</u>									
19.32	20.31	21.09	22.16	23.22	24.29	25.65	27.02	28.41	29.81
1448.82	1523.42	1581.71	1661.65	1741.54	1822.06	1923.84	2026.62	2130.60	2235.38
3139.11	3300.74	3427.04	3600.24	3773.33	3947.80	4168.31	4391.01	4616.30	4843.32
37669.32	39608.88	41124.48	43202.88	45279.96	47373.60	50019.72	52692.12	55395.60	58119.84
<u>Effective January 1, 1996</u>									
19.62	20.62	21.40	22.46	23.52	24.60	25.95	27.32	28.71	30.11
1471.79	1546.40	1604.64	1684.52	1764.36	1844.85	1946.59	2049.36	2153.34	2258.12
3188.88	3350.54	3476.73	3649.80	3822.79	3997.17	4217.62	4440.29	4665.58	4892.60
38266.56	40206.48	41720.76	43797.60	45873.48	47966.04	50611.44	53283.48	55986.96	58711.20

APPENDIX 3

SALARY SCHEDULE - FULL-TIME (Hourly, Biweekly, Monthly, Annually)

<u>OCC. CODE</u>	<u>CLASSIFICATION</u>
*381	Infection Control Nurse
*650	AHN without prep.
*651	AHN with PGA
*653	AHN with 1 Yr. Univ.
*654	AHN with Bacc.
*655	AHN with Masters
*670	Research Nurse
*671	PHN with Bacc.
*672	PHN with 1 Yr. Univ.

<u>START</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>
	<u>1 YR.</u>	<u>2 YRS.</u>	<u>3 YRS.</u>	<u>4 YRS.</u>	<u>5 YRS.</u>	<u>6 YRS.</u>	<u>7 YRS.</u>	<u>8 YRS.</u>	<u>9 YRS.</u>
<u>Effective April 1, 1993</u>									
17.74	18.69	19.45	20.50	21.57	22.60	23.89	25.20	26.52	27.85
1330.78	1401.59	1459.00	1537.26	1617.95	1695.21	1791.89	1889.73	1988.91	2088.86
2883.35	3036.78	3161.16	3330.73	3505.55	3672.96	3882.42	4094.42	4309.30	4525.87
34600.20	36441.36	37933.92	39968.76	42066.60	44075.52	46589.04	49133.04	51711.60	54310.44
<u>Effective January 1, 1994</u>									
18.03	18.98	19.74	20.79	21.86	22.89	24.18	25.49	26.81	28.14
1352.57	1423.39	1480.78	1559.02	1639.73	1716.96	1813.60	1911.43	2010.60	2110.56
2930.57	3084.02	3208.36	3377.88	3552.74	3720.07	3929.46	4141.43	4356.31	4572.87
35166.84	37008.24	38500.32	40534.56	42632.88	44640.84	47153.52	49697.16	52275.72	54874.44
<u>Effective January 1, 1995</u>									
18.32	19.27	20.03	21.08	22.15	23.18	24.47	25.77	27.10	28.43
1374.36	1445.20	1502.57	1580.78	1661.51	1738.70	1835.31	1933.12	2032.30	2132.25
2977.78	3131.26	3255.57	3425.03	3599.93	3767.18	3976.50	4188.43	4403.31	4619.88
35733.36	37575.12	39066.84	41100.36	43199.16	45206.16	47718.00	50261.16	52839.72	55438.56
<u>Effective January 1, 1996</u>									
18.62	19.56	20.32	21.37	22.44	23.47	24.76	26.06	27.39	28.72
1396.15	1467.00	1524.36	1602.54	1683.29	1760.44	1857.02	1954.82	2053.99	2153.94
3024.99	3178.50	3302.78	3472.18	3647.12	3814.29	4023.54	4235.44	4450.32	4666.88
36299.88	38142.00	39633.36	41666.16	43765.44	45771.48	48282.48	50825.28	53403.84	56002.56

APPENDIX 3

SALARY SCHEDULE - FULL-TIME

NOTE:

THOSE OCCUPATIONS MARKED WITH AN ASTERISK (*) WILL HAVE AN EDUCATIONAL BONUS ADDED TO THE BASIC MONTHLY SALARY ON A PRO RATA BASIS, WHERE APPLICABLE.

- 6 Month Nursing Unit Post Graduate Course	- \$ 15.00
- 1 Year University Course	- \$ 40.00
- Baccalaureate	- \$ 80.00
- Masters	- \$120.00

APPENDIX 3SALARY SCHEDULE - REGISTERED REGULAR PART-TIME & CASUAL -- BASIC RATEOCC. CODE
661CLASSIFICATION
Public Health Nurse

START	AFTER 1500 HRS.	AFTER 3000 HRS.	AFTER 4500 HRS.	AFTER 6000 HRS.	AFTER 7500 HRS.	AFTER 9000 HRS.	AFTER 10500 HRS.	AFTER 12000 HRS.	AFTER 13500 HRS.
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Effective April 1, 1993

17.74	18.69	19.45	20.50	21.57	22.60	23.89	25.20	26.52	27.85
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Effective January 1, 1994

18.03	18.98	19.74	20.79	21.86	22.89	24.18	25.49	26.81	28.14
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Effective January 1, 1995

18.32	19.27	20.03	21.08	22.15	23.18	24.47	25.77	27.10	28.43
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Effective January 1, 1996

18.62	19.56	20.32	21.37	22.44	23.47	24.76	26.06	27.39	28.72
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NOTE: These rates do not include the percentage in lieu of benefits.

APPENDIX 3

SALARY SCHEDULE - REGISTERED REGULAR PART-TIME & CASUAL - BASIC RATE

<u>OCC. CODE</u>	<u>CLASSIFICATION</u>	<u>AFTER</u>		<u>AFTER</u>		<u>AFTER</u>		<u>AFTER</u>		<u>AFTER</u>									
		<u>HRS.</u>	<u>1500</u>	<u>HRS.</u>	<u>3000</u>	<u>HRS.</u>	<u>4500</u>	<u>HRS.</u>	<u>6000</u>	<u>HRS.</u>	<u>7500</u>	<u>HRS.</u>	<u>9000</u>	<u>HRS.</u>	<u>10500</u>	<u>HRS.</u>	<u>12000</u>	<u>HRS.</u>	<u>13500</u>
382	Nurse Technician																		
385	Nurse Tech. Casual																		
666	RN Regular Part-time																		
686	RN - Casual																		
<u>Effective April 1, 1993</u>																			
17.10		18.00	18.75	19.78	20.80	21.83	23.11	24.39	25.67	26.96									
<u>Effective January 1, 1994</u>																			
17.38		18.28	19.03	20.06	21.08	22.11	23.39	24.67	25.95	27.24									
<u>Effective January 1, 1995</u>																			
17.66		18.56	19.31	20.34	21.36	22.39	23.67	24.95	26.23	27.52									
<u>Effective January 1, 1996</u>																			
17.94		18.84	19.59	20.62	21.64	22.67	23.95	25.23	26.51	27.80									

NOTE: These rates do not include the percentage in lieu of benefits.

APPENDIX

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

Clause # Central Contract (Pull-time)	Applicable Clause From Existing Collective Agreement (April 1, 1986 - March 31, 1988)
	- - W v - -
5-Note	H.1 The Hospital will continue monthly to provide the Association with a list showing new hires, transfers, leaves of absence and terminations.
10-Note 2	E.1 The Hospital agrees to furnish the Association in the months of June and December of each year with a list of all nurses in the bargaining unit together with last addresses. This shall be separate from the seniority list.
11-Note 2	T.1 Leave of absence without pay may be granted for the purpose of writing RN exams. The nurse must apply for this leave four weeks in advance.
12.02	S.1 A nurse upon retirement or termination shall be granted payment for accumulated sick leave as follows: <ul style="list-style-type: none"> (i) Upon the completion of five (5) but less than ten (10) years service, a nurse upon the termination of her employment shall be paid 50% of the unused portion of her sick leave credits cumulative to a maximum of sixty (60) days. (ii) Upon the completion of ten (10) but less than fifteen (15) years service, a nurse upon the termination of her employment shall be paid 50% of the unused portion of her sick leave credits cumulative to a maximum of one hundred and twenty (120) days. (iii) Upon the completion of fifteen (15) years service, a nurse upon the termination of her employment shall be paid 50% of the unused portion of her sick leave credits cumulative to a maximum of one hundred and eighty (180) days.
14.01 J.4\K.2 4.03	The overtime premium referred to in J.4 and K.2 shall be time and one-half (1½) her regular straight time hourly rate for her first four hours worked and double time thereafter.

16.01 Note **M.2** Nurses shall be entitled to the following vacation:

(ii) One and two thirds working days per month or 4 **calendar weeks** per **year** will be granted to those classified as **full-time** Assistant Head Nurses, Public Health Nurses and the Infection Control Officer and the **Orthopedic** Co-ordinator.

19.09 **R.1** The Hospital will pay the following monthly increments providing:

(a) Proof of standing must be submitted by the nurse to the Hospital.

(b) There shall be no pyramiding of certificates of degrees.

(c) Payment of ~~the~~ increment **shall** commence at the start of the first pay period following filing with the Hospital **of** the required proof of standing, except that a newly hired nurse who is **qualified** for an educational increment on her date of hiring shall be paid from that **date**.

(d) The allowance shall be added to the **nurse's** basic monthly salary with the exception of the following positions:

- Receptionist - Nursing Office
- Nurse Technician
- Main X-Ray Nurse
- Non Registered Nurse

***Six months Post Graduate Nursing Course or Nursing Unit Administration Course - \$15.00**

****One Year University Course - \$40.00**
Baccalaureate Degree - **\$80.00**

Master's Degree - \$120.00

***The special preparation payment will** be made to those employed in a capacity **utilizing** this course.

****A one year** university course shall be **recognized** only if it is a full first year completed toward the Bachelor of Nursing degree, **or** if it is a Nursing course in which a certificate or diploma is granted.

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

Clause # Applicable **clause** from existing **Collective**
Central Contract Agreement (April 1, 1986 - March 31, 1988)
(Part-time)

- - - - e - - e - - - - - w - - -

- 5-Note G.1** The Hospital will continue to provide, monthly, the Association with a list **showing new** hires, **transfers, leaves** of absence and **terminations**.
- 10-Note 2 E.1** The **Hospital** agrees to furnish **the** Association in **the** months of June and December of each year with a list of all **nurses** in the bargaining unit together with last addresses. This shall be separate from the **seniority list**.
- 12.02 Q.1** A nurse upon retirement or **termination** shall be granted payment for **accumulated sick** leave as follows:
- (i) Upon the completion of five **(5)** but less than ten **(10)** years service, a nurse upon the termination of her **employment** shall be paid **50%** of the unused portion of her **sick** leave credits cumulative to a maximum of sixty **(60)** days.
 - (ii) **Upon the** completion of ten **(10)** but less than fifteen **(15)** years service, a nurse upon the termination of her **employment** shall be paid **50%** of the unused portion of her sick leave credits cumulative to a maximum of one hundred and twenty **(120)** days.
 - (iii) Upon the completion of fifteen **(15)** years service, a nurse upon the termination of her employment shall be paid **50%** of the unused portion of her sick leave credits **cumulative** to a maximum of one hundred and **eighty (180)** days.
- 14.01 K.1** Overtime premium referred to in **K.1** shall be time and one half **(1½)** her **regular** straight time **hourly** rate for her first four **(4)** **hours** worked beyond her **normal hours** and double time thereafter.
- 15.01-Note N.3** A casual part-time nurse who works on any of the holidays listed above shall be paid time and **one-half (1½)** for all hours worked.

APPENDIX 5

To The

FULL-TIME COLLECTIVE AGREEMENT

Between

THE OTTAWA CIVIC **HOSPITAL**

And

ONTARIO NURSES' ASSOCIATION

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ARTICLE A - DEFINITIONS

- A.1** "Rotation Schedule" is a written statement setting forth the days and hours upon which the nurses are normally required to work and the days upon which nurses are normally scheduled to be off work.
- A.2** "Departments" - The following areas shall be defined as Nursing Departments: Medical, Surgical, Civic **Parkdale** Clinic, Emergency, Psychiatry, **O.R.**, Urology **O.R.**, **S.D.C.U.**, Recovery Room, Intensive Care, Obstetrics, Family Medicine Centre, Dialysis Unit, Teaching, Cardiac Surgical Unit and Recovery Room, Cardiac **O.R.**, **C.C.U.** and **H2** Plaster Room and Nurse Technician.

ARTICLE B - RECOGNITION AND SCOPE

- B.1** The Hospital **recognizes** the Association as the sole bargaining agent for Registered or Graduate Nurses employed full-time in nursing care and teaching in the Hospital save and except Nurse Managers and those above the rank of Nurse Managers and all positions covered by the part-time agreement between the two parties.
- B.2** It is also agreed that the following positions will be in the bargaining unit only when the positions are occupied by Registered or Graduate nurses; Receptionist, Infection Control Officer, **Orthopedic Co-ordinator**.
- B.3** It is agreed that the classification of **Enterostomal** Therapist is a bargaining unit position but that the incumbents as of **27 April 1984** are excluded from the bargaining unit. Any other nurse who fills such position **shall** be included in **the** bargaining unit.

ARTICLE C - IMANAGEMENT RESPONSIBILITIES

- C.1** It shall be the exclusive function of the Hospital to:
- (a) Maintain order, discipline and efficiency and establish and enforce reasonable rules and regulations governing the conduct of nurses.
- (b) Hire, discharge, classify, direct, transfer, **layoff**, promote, demote, suspend or discipline nurses provided that a **claim** of discriminatory promotion, demotion or transfer, or a claim that a nurse has been discharged or **disciplined** without reasonable cause, may be the

subject of a grievance and **dealt** with as hereinafter **provided**.

ARTICLE D - NOTICE BOARDS

- D.1** The Association shall have the use of notice boards **located** in or outside the nursing locker rooms, the Greenery, the main floor ambulatory nursing care unit and the nursing office. It will be the responsibility of the Association **to** post and clear notices to and from the boards.

When future changes occur in the Hospital, any change will be mutually agreed at the Hospital Association **Committee** meetings. It is agreed that there **will** be a minimum of six **(6)** notice boards.

ARTICLE E - ADDRESS LIST (Superior Benefit)

- E.1** See Appendix 4.

ARTICLE F - COMMITTEES AND REPRESENTATIVES

- F.1** Nurse Representatives -The Hospital acknowledges the right of the **Association** to appoint or **otherwise** select one nurse to act as an Association nurse representative for each twenty nurses.
- F.2** Negotiating Committee - A Negotiating **Committee** shall be composed of the President and **one** other member of the Nurses' Association **Executive**, and not **more** than three **additional** members, at least **one** of whom **shall be a part-time** nurse. (The Association shall keep the Hospital informed of the names of the nurses so appointed.)
- F.3** Grievance Committee - A Grievance Committee of the **Association** shall be composed of the President, or her delegate, and three other members of the Association, one of whom shall be the nurse representative of the nurse or nurses concerned.
- F.4** Association-Hospital Committee - There shall be an Association **Hospital** Committee composed of five **(5)** members of the Association, one of whom shall be the president or her designate **and** one of whom may be a part-time nurse and **five(5) representatives** of the **Hospital**, one **of whom** shall be the Vice **President**, Nursing, or her designate!.

ARTICLE G - CHANGE OF STATUS

- G.1** A nurse **shall** notify her nurse **manager** on the form provided for this purpose of change in name, address, telephone number, next of kin,, marital status, or any change in the number of dependents.

The Hospital will provide the Association with information detailing changes of status of nurses every four **weeks** or as often as prepared **by** the Hospital for its own purposes.

ARTICLE H - DUES DEDUCTION LIST (Superior Benefit),

H.1 See! **Appendix 4.**

ARTICLE - FLEXIBLE HOURS

I.1 For the Public Health Nurse, Infection Control Officer and for such specialty areas as the Family Medicine **Centre, Gastroenterology (G.I. Unit),** Renal Dialysis, Urology Operating Room, and Clinic, Main Operating Room, **Cardiac** operating Room and Recovery Rooms, a flexible arrangement for the **regular** hours of work will apply by mutual consent between the Hospital and the Association so that the regular hours per fortnight do not exceed seventy-five **(75)** hours. **This Article does not apply** if the staff are on a Master Rotation as per Article **J.**

ARTICLE J- SCHEDULING REGULATIONS

J.1 **All** rotation schedules shall be prepared and posted so that the nurses will be aware of their rotation schedules at least four **(4)** weeks in advance. Prior to Christmas and New Years paid holidays the Hospital **will** endeavour to post the rotation schedules by November **1**, but they shall be posted no later than November **15.**

J.2 Master rotation scheduling will be in effect for all nurses and shall embody the following conditions except **when** a nurse transfers to a vacant position:

(a) Normally two **(2)** consecutive days off at a time scheduled after seven **(7)** consecutive days of work.

(b) **Not** more than seven **(7)** consecutive days of work will **be** scheduled without days off, except by consent of the nurse.

J.3 A request for change in posted time schedule must be submitted in writing and co-signed by a nurse willing to **exchange** days off or tours. Both nurses should specify **which tours** are being exchanged. It is understood that **such changes** in tours or days off **initiated** by the nurses and approved by the Hospital shall not result in overtime **payment.**

J.4 The **Hospital will** schedule every third week-end off. In **the** event of failure to give every third week-end off an **overtime** premium shall be paid as specified in Appendix 4 **except** when other arrangements initiated by the nurse and agreed to by the Hospital have been made.

Jr. 5 **There** shall **be** normally a period of two consecutive tours off between a change of tour and at least forty- eight hours off duty following a period of night duty, except **where** a nurse agrees to a shorter period of time.

J.6 For nurses on permanent night: tours scheduled for week-ends off, such **week-ends** shall be Friday and Saturday.

J.7 Nurses **who** work seven **and** one-half (**7 1\2**) **hour** tours and normally rotate will be scheduled **on** a day-evening **rotation** **or** day-night rotation. The Hospital **recognizes** the **principle** of equal time on days as on the other two shifts combined. However, where this is not feasible, the Hospital assures that nurses shall have a minimum of time on days equivalent to at least **similar** time on one of the other shifts.

If the nurses on a unit **request** three (**3**) shift rotations, Days, Evenings, Nights, the request will be made in writing to their Nurse Manager and the Association. When a suitable rotation is **drawn** up, reviewed by the Association **and** approved by the appropriate Nursing **Director or** designate, then:

It is **agreed** by both parties that.:

- 1) There **will** be a secret ballot requiring a vote of **75%** of all **nurses who** vote, including regular part-time nurses permanently **assigned** to the unit. If this requirement is not met, then a **new** vote may only be taken after six (**6**) months time from the date of the original vote.

A ballot given to the Union and Management Representative in the area by the **established cutoff** date will be counted. Such vote must be in a sealed envelope that bears the signature of **the** nurse so **voting**. There shall be no **more** than two (**2**) days scheduled for voting.

- 2) Voting shall be under **supervision** of **Hospital and Association** representatives. The Hospital will draw **up** a **proposed** voting list and submit it to the President **of** the Local or her **designate** at least five (**5**) **days** prior to the vote. Should the Association request a meeting to review the list, such meeting **shall** be held prior to the vote.

- 3) Each area shall **require** an individual agreement and vote.

- 4) Once a 3 shift rotation has been accepted by the parties a return to a 2 shift rotation can be achieved by:

- a) Six **(6)** weeks written notice **by** the Hospital to the Association: or
- b) A secret ballot **as per (1)**.

J.8 Conditions stipulated **re** scheduling in Article **J** shall be waived for a three **(3)** week period covering Christmas and New Years in order to facilitate the scheduling and time off at Christmas and New Years periods. This **period** shall be **declared** annually.

J.9 (a) The Hospital will guarantee four **(4)** days off and will endeavour to schedule at least five **(5)** or more consecutive days off at either Christmas or New Year's for all nurses. It **is** understood that individual nurses may waive this provision in writing. The Hospital will provide time off from at least **1930** hours the day before the holiday that the nurse is granted (either Christmas or New **Year's** day) . It is understood and agreed that lieu days may be **utilized** by mutual agreement of the Hospital and the nurse in order to provide these **days** off.

(b) **Nurses** will be granted these holiday periods on an alternating basis from year **to** year in their work unit unless mutually agreed otherwise between the Hospital and an individual nurse. **However,** it is **recognized** that the Hospital may **utilize** its right to adjust the staffing according to patient requirements. In the event that some nurses on a Unit can be **granted** both Christmas Day and New Years' Day off, the most senior nurses on that Unit who have requested these days off shall be given the first opportunity to take both days **off**.

(c) These! provisions shall not apply to any area where nurses **normally** work Monday to Friday and are not normally scheduled to work on paid holidays.

J.10 For vacation purposes only, **when** it is necessary to close an area and nurses are being transferred elsewhere in the Hospital and the nurse's vacation has been requested and approved before the transfer, this time will be honoured. Every effort will be made to schedule the weekend off immediately preceding the vacation period,,

J.11 For the purpose of this article only, a **weekend** shall be **defined** as the period **from** the completion of the evening shift on Friday to the commencement of the day shift on Monday exclusive of overtime, standby and callback.

J.12 The Hospital shall endeavour to provide a nurse who permanently transfers from one **unit** to another, at least two **(2)** days off before beginning work on the new unit

rotation.

- J.13** For scheduling **purposes** only the following definitions will apply to **7.5** hour shifts.
- a) a day will include any shift with a majority of the time worked falling between **0715** hours and **1515** hours;
 - b) an evening will include any shift with a majority of the time worked falling between **1515** hours and **2315** hours;
 - c) a night will include any shift with a majority of the time worked falling between **2315** hours and **0715** hours.

ARTICLE K - PREMIUM PAY

- K.1** Where a nurse chooses equivalent time off as provided for in Article **14.09** of the Full-time **Collective** Agreement, the time shall be taken within ninety (**90**) calendar days, but no later than the end of the **fiscal** year (even if this is less than **90** days), unless a nurse and her Nurse Manager agree to an extension of the time frame, at a mutually agreeable time.
- K.2** If a nurse is **authorized** to work in excess of the hours **stated** in Article **13.00**, overtime premium shall be paid as specified in Appendix **4**.
- K.3** For the purposes of shift premium only as per Article **14.10** of the central portion, the normal hours shall be defined as follows:

0715-1515 - Day Shift
1515-2315 - Evening Shift
2315-0715 - Night Shift

ARTICLE L - PAYDAY AND TERMINAL PAY

- L.1** (a) The Employer agrees that wages shall be paid on every second Friday for the period covering the fourteen (**14**) days ending the previous **Friday**. However, upon sufficient notice, the Hospital reserves the right to change this period. Any regular earnings omitted on a paycheque greater than four (**4**) **hour's** pay which is not caused by a nurse coding improperly, shall be corrected within two working **days** from the time the nurse brings the mistake to the attention of the Hospital.
- (b) The payment of wages will be made by direct banking deposit **systems** for each nurse to the financial institution of her choice,

(c) Effective no later than April **1, 1993**, a statement of **gross** salary and **itemized** deductions will be made **available** in a sealed envelope for each nurse at least two days (normally Wednesdays) prior to **payday**.

- L.2** 'When a payday falls during a nurse's vacation period, the **nurse** shall receive her pay before she begins her vacation **provided** the nurse requests it in writing at least one **(1)** **full pay period** prior to the commencement of her vacation,,
- L.3** .A nurse leaving the service of the Hospital shall be paid all money owing to her by the Hospital not later than seven **(7)** days after her last day of work.
- L.4** **Hospital** uniforms, keys, library books, identification **cards** and other **Hospital** property in the possession of the **nurse** are to be returned to the Hospital prior to the nurse's leaving.

ARTICLE M - "VACATION"

- M.1** The regulations for annual vacations for all full-time nurses covered by this, agreement will be as follows:
- After 3 months of **continuous** full-time **service**, nurses shall be eligible for vacations with pay in accordance with the entitlement of their classification.
- M.2** (**Superior** Benefit) See Appendix 4
- M.3** Normally vacation will exclude the three week period referred to in **Article J.8**. However, individual requests may be considered by management.
- M.4** **Vacation** dates shall be **finalized** and posted in a unit within four **(4)** weeks after the cut off date for the **vacation requests** in that unit. However, the nurse manager shall endeavour to post the approved leave within three **(3)** weeks.
- M.5**
- (a) Annual vacations will be taken within the Hospital fiscal year (April **1** to March **31** of the following year).
- (b) Nurses hired after the **first** of November of the current year must take their annual vacation not later **than** the **31st** of March **of** the following vacation year.
- (c) Nurses entitled to increased vacation based on years of service, shall have the earned vacation accorded to them **beginning** the fiscal year 'in which their anniversary **falls**. The right to this vacation does not actually vest in the nurse until she completes her required service.

(d) During **the** months of July **and** August a nurse will be limited to **a** total of four **(4)** weeks of vacation.

M.6 It is understood and agreed that **vacation** weeks need **not necessarily** be **taken** continuously. When vacation periods are divided, normally not less than **37.5** working hours (**33.75** working hours for extended tours) of **vacation** may be **scheduled** each time,, however, it is understood that one **period** of **37.5** working hours (**33.75** working hours for **extended** tours) of the nurse's vacation may be set aside and **taken** as single days or a combination thereof, Requests to **utilize** more than **37.5** working hours (**33.75** working hours for extended tours) of vacation as single days may be approved at the discretion of the Hospital. The request for **vacation** shall be honoured where possible by **management**, or at such time as may **be mutually agreed** upon. Any dispute concerning vacation dates between two or more nurses on a unit shall be settled on the basis of **Hospital** seniority, **as** shown on the current seniority list **provided** by the Hospital, provided **that** the nurse exercising her seniority has requested the vacation by the unit cut off date for vacation requests. In the event of a dispute concerning **vacation** days, it is understood that scheduled holidays **of** not less than **37.5** working hours (**33.75** working hours for extended tours) shall have priority over the **selected** combination.

A nurse who elects to transfer to **another** area shall not be entitled to use **her** seniority to **bump** junior nurses in the area from approved leaves.

M.7 A maximum of forty-five **(45)** hours vacation credit may be carried over to the following year subject to it being taken in the **first** quarter at a time mutually agreed upon by the nurse and her nurse **manager**.

M.8 A nurse who terminates before receiving all the vacation **which she** has earned shall have an addition to her final pay for the vacation which **has been** earned but not received.

A nurse who has had vacation and is leaving her position with the Hospital before! such vacation **has** been earned will have the option:

(a) to work the **equivalent** of the value of the vacation days owed to the Hospital beyond her proposed termination date provided that:

(i) she **has** given one months' **notice** of this intention to **the Hospital**; and

(ii) she has not been terminated by the Hospital; or

(b) to have such amount deducted from her final pay.

M.9 The **Hospital** will provide annually to each nurse on **request** by December 1 a statement of her remaining vacation time entitlement to March **31** of the following year.

ARTICLE N - PAID HOLIDAYS

N.1 The Employer agrees to **recognize** the following Paid Holidays:

- | | |
|---------------------------|---------------------------------------|
| New Year's Day | Civic Holiday |
| Second Monday in February | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day (November 11) |
| Queen's Birthday | Christmas Day |
| Dominion Day | Boxing Day |

N.2 The lieu day may be taken within forty-five (**45**) days on either side of the paid holiday.

N.3 The granting of the lieu day must be mutually agreed upon.

N.4 The **request** for the lieu day must be submitted in writing by the **nurse** at least two (**2**) weeks in advance of the lieu day **requested**. However, the **Hospital recognizes** that **situations** may arise where a nurse has need to use such leave with less than two (**2**) weeks notice. The **Hospital** shall reply to all **requests** at least one (**1**) week prior to the lieu day requested.

N.5 The **Hospital** will make every reasonable effort to grant the lieu day.

ARTICLE O - STATEMENT OF SICK LEAVE

O.1 The **Hospital** agrees to provide each nurse who has a sick leave bank with a record in writing of the amount of banked sick leave to her credit. The record will cover the period 1 April to **31** March and will be available not later than the **31st** day of May each year.

O.2 Where possible, nurses who are unable to attend work due to illness should contact the Nurse Manager or designate one full shift in **advance** and advise **of** the anticipated length of absence.

ARTICLE P - ASSOCIATION LEAVE

P.1 The **Hospital** will grant leave of absence **asper** Article **11.02** provided that **the** number of nurses on leave **for** both the full-time and part-time **bargaining** units does not exceed a total **of five(5)** in addition to the local

president and that the number of working days in a year does not exceed one hundred and ten **(110)**, exclusive of Association leave days **utilized** by the President of the **Local**.

ARTICLE O - EXTENDED TOURS

Q.1 The **Hospital** agrees to institute extended tours of duty for **nursing** staff **where** the following regulations are met. Should the efficiency of the area be affected, the Hospital reserves the right to return to the **scheduling** terms of the contract **after** six **(6)** weeks' notice has been given to the Association.

Nursing wanting extended tours of duty must **submit a request** in **writing** to their Nurse **Manager** and the Association. When a suitable rotation is drawn up, reviewed by the Association and approved by the appropriate Nursing Director or designate then:

It is agreed by both parties that:

- (1) There **will** be a secret ballot **requiring** a vote **of 75%** of all nurses who vote, **including** regular part-time nurses permanently assigned to the unit. If this requirement is not met, then a new vote may only be taken after six **(6)** months time from the date of the original vote. There will be no voting by proxy and casual nurses will not **be** entitled to a vote.

A ballot given to the union and management **representative** in the **area** by the established cutoff **date** will be counted. Such vote must be in a sealed envelope that bears the signature of the nurse so voting. **There** shall be no more than two **(2)** days **scheduled** for voting.

- (2) Voting shall be under supervision of Hospital and Association representatives. The Hospital shall draw up a proposed voting list which will include nurses permanently assigned to the unit. **A** voting date shall be mutually **agreed** upon by the Association and the Hospital.
- (3) There! will **be** a review by **both** parties after six **(6)** **months** from date of implementation **requiring 75%** vote for continuation.
- (4) Each area **shall require** an individual agreement and vote.
- (5) Once an extended tour schedule **has** been **accepted** by the parties and has passed the six **(6)** month vote, a return to **7.5** hours can be achieved by:

(a) Six **(6)** weeks' written notice by the Hospital to the Association: or

(b) A secret ballot as per **(1)**.

(6) During the trial period all full-time and part-time **nurses** shall **experience** the extended tours.

Q.2 **(a)** **Nurses** who work extended tours shall be scheduled off 'every second weekend. In the event of failure to **give** every second weekend off, overtime premium shall be paid as specified in Appendix **4**, except when other arrangements initiated by the nurse and agreed to by the Hospital have been made.

(b) No more than three **(3)** consecutive extended tours shall be **scheduled** unless by mutual agreement.

(c) **Normally** at **least** two **(2)** consecutive days off shall be **scheduled** for extended tours unless mutually agreed otherwise,,

(d) On the day tour, the meal and relief periods shall be scheduled so that a paid fifteen **(15)** minute relief break falls between **15:15** hours and **19:15** hours. **It** is understood **that** this **fifteen (15)** minute relief break may be scheduled in conjunction with an unpaid **meal** break.

(e) There **shall** be at least a period of two consecutive tours off between a change of tour and at least **forty-eight hours** off duty following tours of **night** duty, except where a nurse agrees to a shorter period of time.

ARTICLE R - EDUCATIONAL ALLOWANCE (Superior Benefit)

R.1 See Appendix **4**.

ARTICLE S - SICK LEAVE PAYMENT UPON RETIREMENT OR TERMINATION

(Superior **Benefit**)

S.1 See Appendix **4**.

ARTICLE T - EXAMS (Superior Benefit)

T.1 See Appendix **4**.

ARTICLE U - LAUNDERING OF UNIFORMS

U.1 The **Hospital** shall launder all nurses' uniforms that are made of **materials** that the laundry is equipped to handle.

ARTICLE V - INTERVIEW

V.1 The interview referred to in Article 5.06 shall take place during the orientation period.

ARTICLE W - PREPAID LEAVE OF ABSENCE

W.1 Pursuant to Article 11.11, the maximum number of full-time nurses that may be absent from the Hospital at any one time on prepaid leave of absence is fifteen (15). There shall not be any more than two (2) nurses from any one (1) unit on prepaid leave at the same time, except by mutual agreement.

ARTICLE X - JOB SHARING

X.1 If the Hospital agrees to a job sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

1. Job sharing requests with regard to full-time position; shall be considered on an individual basis.
2. Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Head Nurse of the Unit.
3. The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
4. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
5. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
6. **Coverage**
 - a) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the 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.
 - b) Vacation, Maternity Leave, and other leaves

pursuant to Article **11** of the Central Pull- time and Part-time **Agreements**:

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 unit supervisor, but it **is** hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Implementation

7. Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective **Agreement**.
8. Any incumbent full-time nurse wishing to share her position, **may** do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
9. If **one** of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant **to** the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

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 Y - WORK RELATED INJURY OR ILLNESS

- Y.1 The Hospital will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work: related injury or when a nurse goes **cm L.T.D.**
- Y.2 When it **has** been medically determined that an **employee** is unable to return to the full duties of her **position** due to a disability, the Hospital will **notify** and meet with a staff representative of the Ontario **Nurses'** Association and

a member of the Local Executive to discuss the **circumstances** surrounding the employee's return to suitable work.

Y.3 The **Hospital** agrees to provide! the employee with a copy of the **Workers'** Compensation Board **Form** 7 at the same time as it is sent to the Board.

Y.4 Nurse assault

The Hospital and **the** Association **recognize** that nurse assault is not **acceptable**. All incidents of nurse assault are to be reported by the nurse to the appropriate! Nurse **Management** immediately.

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

ARTICLE Z - JOB POSTING

Z.1 All job postings, shall include **Wednesday**, Thursday and **Friday** in the posting period.

ARTICLE ZZ - PARKING

ZZ.1 **It** is agreed that prorated refunds **will** be provided to **nurses** on vacation or **other authorized** leaves of absence of two **(2)** consecutive calendar **weeks or** more, provided that the nurse makes application in writing prior to the leave commencing.

APPENDIX 5

TO THE

PART-TIME COLLECTIVE- AGREEMENT

Between

OTTAWA **CIVIC** HOSPITAL
(Hereinafter referred to as the "**Hospital**")

And

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

Expiry: 31 March, 1996