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EFF.	87	06	77
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NO. OF EMPLOYEES	310		
NOMBRE D'EMPLOYÉS	310		

COLLECTIVE AGREEMENT

BETWEEN

**THE ONTARIO CANCER INSTITUTE
(INCORPORATING THE PRINCESS MARGARET HOSPITAL)
(Hereinafter referred to as the "Hospital")**

and

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

JUN 10 1991

Expiry Date: June 16, 1989

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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 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 pre-determined **basis** solely for the purpose of utilizing casual nurses so as to restrict the number of regular part-time nurses.

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 her membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her 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**, religious affiliation or any other factor which is not pertinent to the employment relationship.

ARTICLE 4 - NO STRIKE, NO LOCKOUT

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

ARTICLE 5 - ASSOCIATION SECURITY

- 5.01 The Hospital will deduct from each nurse, in the case of both full-time and part-time, 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 she does not receive any pay in a particular month.

- 5.02 such dues shall be deducted monthly and in the **case** of newly employed nurses, such deductions shall commence in the month following their date of hire.
- 5.03 The amount of the regular monthly dues shall be those authorized by the 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 set out in Appendix 5 and may be arranged collectively or individually by the Hospital.

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 Appendix 5.

- (b) The Hospital will recognize **a** Grievance Committee, one of whom shall be chairperson. 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 Appendix 5.
- (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 she is not ordinarily employed she shall, immediately upon entering such nursing unit, report her presence to the supervisor or nurse in charge, **as** the case may be. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. **The 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 Vice President, Nursing or her designate and of the Association, one of whom shall be the Local President or her designate. The number of representatives is set out in Appendix 5 and the membership of the Committee may be expanded by mutual agreement.
- (b) The Committee shall meet every two (2) months unless otherwise agreed and **as** required under Article 8.01 (a) (i). The duties of chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing ~~at~~ **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 Appendix 5. 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 her regularly scheduled straight time working hours at her regular rate of pay, and without loss of leave credits, for attending central negotiating meetings with the Hospitals Central Negotiating Committee, up to but not including arbitration.

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

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

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

The maximum number of Central Negotiating Team members entitled to payment under this provision shall be seven (7) 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** requests **known** to the affected hospitals.

For any unpaid leave of absence under this provision, the nurse's salary and applicable full-time 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.

6.04 Accident Prevention - Health & 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 Accident Prevention - 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 reasonably in providing necessary information to enable the Committee to fulfill its functions. In addition, the Hospital will provide the Committee with reasonable 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 such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- (g) The Association agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) All time spent by a member of the Accident Prevention - Health and Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be work time for which she shall be paid by the Hospital at her regular rate and she shall be entitled to such time from work as is necessary to attend scheduled meetings.
- (i) 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 maternity leave.
- (j) 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.

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.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 For purposes of this Agreement, **a** grievance is defined as **a** difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her 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 has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her immediate supervisor within nine **(9)** calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse and failing settlement within nine (9) calendar days, it shall then be taken **up** as a grievance within nine (9) calendar days following advice of her immediate supervisor's decision in the following manner and sequence:

Stew No. 1

The nurse may submit a written grievance, signed by the nurse, to her 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 decision in writing

within nine (9) calendar days following the day on which **the** grievance was presented to her. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the nurse may submit the written grievance to the Vice President, Nursing or her designate who will deliver her decision in writing within nine (9) calendar days from the date on which the written grievance **was** presented to her. 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 her designate. A meeting will then be held between the Hospital Administrator or her 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 her designate may have such counsel and assistance as she 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.

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 her designate.

7.05 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately they may present a group grievance in writing signed by each nurse who is grieving to the Vice President, Nursing or her designate within fourteen (14) calendar **days** after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step No. 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 shall not be **subject** to the grievance procedure **unless** the probationary nurse is released for exercising a right **under** this Agreement. A claim by **a nurse** who has **completed** her probationary period that she has been unjustly discharged or suspended shall be treated as a grievance **if** a written statement of such grievance is lodged by the nurse with the 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.

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 probationary period, without just cause.

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 eighteen (18) 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 sixteen (16) 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 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, 1. shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority shall be the decision of the Board and where there is no majority the decision of the Chairman will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 7.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairperson of the Arbitration Board.
- 7.16 The time limits set out in the Grievance and Arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.
- 7.17 wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other

provisions referring to the Arbitration Board shall appropriately apply.

ARTICLE 8 - PROFESSIONAL RESPONSIBILITY

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 she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper patient care, she or they shall:

- (a) i) Complain in writing to the Association-Hospital Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman 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 Chairperson.
 - 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.
- (b) i) The list of Assessment Committee Chairpersons is attached as Appendix 2.

The parties agree that should a Chairperson 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 alphabetic listing of Chairpersons, The name to be provided will be the top name on the list of Chairpersons who has not been previously assigned.

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

- ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson 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 Before assigning a newly hired 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 her orientation program, providing such assignment is in accordance with any scheduling regulations or objectives contained in Appendix 5 which forms part of this Collective Agreement.

- 8.04 Nurses recalled from layoff under Article 10.07 (a), 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. 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 regularly scheduled working hours, she shall suffer no loss of regular pay. When a nurse is **required** by the Hospital to attend **courses** outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate **of pay**.
- 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 nurse involved.

ARTICLE 9 - ACCESS TO FILES

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

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

No document shall be used against a nurse where it has not been brought to her 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 the nurse's record has been discipline free for one year.

ARTICLE 10 - SENIORITY

10.01 (a) Newly hired full-time 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 nurse shall be credited with seniority from date of last hire. With the written consent of the Hospital, the probationary nurse and the President of the Local Association or her designate, such probationary period may be extended.

Newly hired part-time nurses shall be considered to be on probation for a period of sixty (60) tours worked (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 nurse shall be credited with seniority for the sixty (60) tours (450 hours) worked.

With the written consent of the Hospital, the probationary nurse and the president of the local Association or her designate, such probationary period may be extended.

Where the Hospital requests an extension of the probationary period, it will provide notice to the

Association of 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 part-time or regular part-time status to full-time status shall not be required to serve a probationary period where she has previously completed one since her 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.

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. A copy of the current seniority list will be filed with the President of the Local Association or her 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 **be** posted at the same time.

(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. A copy of the current seniority list will be filed with the President of the Local Association or her 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 **be** posted at the same time. Seniority on such list 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**. A copy of the current seniority list will be filed with the President of the Local Association or **her** designate, on request, **but** not more frequently than once every six months, at a time to be determined locally. A copy of the seniority list

shall be posted at the same time. Seniority on such list will be expressed in terms of total hours worked, and shall be established on the following basis:

1. Seniority list in 10.06 (part-time) shall show accumulation of hours worked since date of last hire.

10.03 A nurse's full seniority and service shall be retained by the nurse in the event that she is transferred from full-time to part-time or in the event she is transferred from casual to regular part-time or vice versa. A nurse whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. A nurse whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority or service for each 1500 hours worked. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

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

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

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

- (a) leaves of her own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;

- (c) **has been laid off** for the **lesser** of the length of her seniority or twenty-four (24) calendar months;
 - (d) refuses to continue to work or **return to work during** an emergency which seriously **affects** the 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 Article 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 intention to return within five (5) calendar days after she 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 seven (7) calendar days after she has received the notice of recall or such further period of time as may **be agreed upon by** the parties.
 - (h) **is absent** from **work** due to illness or disability for a period of thirty (30) months from the time such **absence** commenced.
- 10.06
- (a) Where a permanent full-time vacancy occurs or a regular part-time vacancy occurs in a classification within **the** bargaining unit or a new position, full-time or regular part-time, 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 the bargaining unit may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for three (3) 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 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, will be selected. Where the applicant has been selected in accordance with this Article and **it** is subsequently determined that she cannot satisfactorily perform the job to which **she** was promoted, the 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 her to her 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 maternity) 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 prior to utilizing non-bargaining unit nurses supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer **part-time** nurses such work shall not result in any **claim** for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time nurses fill temporary full-time vacancies, such nurses shall be considered regular part-time. Upon completion of the temporary vacancy, such nurse shall be reinstated to her

former position unless the position has been discontinued, in which case she shall be given a comparable job.

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

10.07

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

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

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

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

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

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

10.08 In the event of a proposed layoff at the Hospital of a permanent or long-term nature affecting full-time and/or regular part-time nurses, the Hospital will:

- (a) provide the local Association with no less than thirty (30) calendar days' notice of such layoff and
- (b) meet with the local Association to review the following:
 1. the reasons causing the layoff;
 2. the service which the Hospital will undertake after the layoff;
 3. the method of implementation including the areas of cut-back and the nurses to be laid off.

In the event of a proposed layoff at the hospital which is not of a permanent or long term nature or a bed cut-back or a cut-back in service which will result in displacement of staff, the Hospital will provide the Association with reasonable notice. If requested, the Hospital will meet with the Association to review the reasons and expected duration of the bed cut-back or cut-back in service, realignments of service or staff and its effect on nurses in the bargaining unit.

Any agreement between the Hospital and the Association resulting from the review above concerning the method of implementation will take precedence over the terms of this Article. Notice of layoff shall be in accordance with the provisions of the Employment Standards Act.

- 10.09 (a) A full-time and/or a regular part-time nurse who is transferred to a position outside of the bargaining unit shall, subject to (b) below, retain, but not accumulate, her seniority held at the time of the transfer. In the event the full-time and/or regular part-time nurse is returned to a position in the

bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.

- (b) In the event that a full-time and/or regular part-time nurse is transferred out of the bargaining unit under (a) above for a specific **term** or **task** which does not exceed a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she shall not suffer any **loss** of seniority, service or benefits. It is understood and agreed that a nurse may decline such offer to transfer and that the period of time **referred** to above may be extended by agreement of the parties.

10.10 (a) Head nurses and supervisors excluded from the bargaining unit shall not perform duties normally performed by full-time and/or regular part-time nurses in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to full-time and/or regular part-time nurses in the bargaining unit.

- (b) The Hospital shall not contract out any work usually performed by members of this bargaining unit, if, as a result of such contracting out, layoff of any employees other than casual part-time employees follows. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision. The clause will not apply to the **ad hoc** use of agency or registry nurses for single shift coverage of vacancies due to illness or leaves of absence.

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

ARTICLE 11 - LEAVES OF ABSENCE

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

11.02 Leave for 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 Appendix 5. During such leave of absence, the nurse's **salary** and applicable 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 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.

11.03 Leave, Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as she may require to fulfill the duties of her 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 during such leave of absence, Leave of absence under this provision shall be in addition to the Association leave provided in Article 11.02 above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Hospital and the Association agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits.

11.04 Leave, President, O.N.A.

Upon application in writing by the Association on behalf of the nurse to the Hospital, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to two (2) consecutive years. Notwithstanding Article 10.04, there shall be no loss of service or seniority 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 intention to return to work at least two (2) weeks prior to the date of such return.

11.05 Bereavement Leave

A full-time and/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 her regular pay for her scheduled hours, in conjunction with the day of the funeral of a member of her immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. 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 and/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 will be required to attend court;
- (b) Presents proof of service requiring the nurse's attendance;
- (c) Deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available,

11.07 Maternity Leave

- (a) Maternity leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) The service requirement for eligibility for maternity leave shall be ten (10) months of continuous service.
- (c) 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.

- (d) The nurse has the right to extend the maternity leave to six (6) months in total. Written notice by the nurse to extend the maternity leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.
- (e) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (c) or (d) above by written notification received by the Hospital at least two (2) 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.
- (f) Nurses newly hired to replace nurses who are on approved maternity 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 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.

- g) The Hospital may request a nurse to commence maternity 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.
- (h) Effective upon ratification by the local Association or the date of an Arbitration Award, on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on maternity leave as provided under this Agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment

Insurance Act, 1971, shall be **paid a** supplemental unemployment benefit. That benefit will be equivalent to **the** difference between seventy five per cent (75%) of her regular weekly earnings and the **sm** 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.

11.08

Adoption Leave

- (a) Where a nurse **with** at least ten (10) months of continuous service legally adopts a child, such nurse **shall** be entitled to **a** leave of absence, without pay, for a period of up to six (6) months duration, consideration being given to any requirements of adoption authorities. 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.
- (b) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (c) Nurses newly hired to replace nurses who are on approved adoption 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 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.

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 Vice President of Nursing or her designate. Requests for such leave will not be unreasonably denied.
- (b) A full-time and/or regular part-time nurse shall be entitled to leave of absence without loss of earnings from her 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 Vice President of Nursing or her designate.

11.10 Professional leave with pay will be granted to full-time or 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 the date of the Award 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) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

- (b) The nurse must make written application to the Vice-President, 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 Vice-President, Nursing or her designate. Leaves requested for the purpose of pursuing further formal nursing education will **be** given priority. Applications for leaves required for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (**4**) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be **accessible** to her until **the** year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the 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. A full-time nurse shall become responsible for the full **payment** of premiums for any health and welfare benefits in which she is participating. Contributions to the Hospitals Pension Plan will be in accordance with the Plan. The nurses will not be eligible to participate in the disability income plan during the **year** of the **leave**.
- (i) A nurse may withdraw from **the** plan at any time during the deferral portion provided three (**3**) months notice is given the Vice-president 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 endeavor 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 her within a reasonable period of time.
- (l) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the 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.

ARTICLE 12 - SICK LEAVE AND LONG-TERM DISABILITY (Full-time only)

12.01 Pay for sick leave is for the **sole** and only **purpose** of protecting a **nurse** against loss of regular income when she is legitimately ill and unable to work and will be granted on the following **basis**:

Amount of Sick Leave

- (a) Each nurse shall be eligible for 11.25 hours of sick credits each month, provided the nurse **worked** and/or received **paid leave** from the Hospital for at least seventy-five (75) **hours in** that month. **Such** credits shall be cumulative and shall be **paid** as set out **above as** long as **sick** pay credits are available.
- (b) It is understood and agreed that no sick leave will be allowed during the nurse's probationary **period**. Should the nurse remain in the employ of the Employer after completion of her probationary period, she will be credited with 33.75 hours of sick leave credits.
- (c) The nurse may be required to produce proof of sickness in the form of a medical certificate for an **absence** of any duration, and must do so, as well as report to the Department of Occupational **Health**, when returning to duty after an absence of three (3) days or more,
- (d) Nurses shall **not** be entitled to sick leave for sickness or accident Compensable by the Workers' Compensation Board.

12.02 A nurse with accumulated sick leave credits who 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, may, on application to the Hospital, supplement the award made by the Workers' Compensation Board for her loss of **wages** by such amount **that** the award of the Workers' Compensation Board for loss of wages together with the supplementation will equal one hundred percent (100%) of the nurse's net earnings to the limit of her accumulated sick leave credits. This supplementation, where available, will be drawn from the nurse's accumulated sick leave credits., Nurses may also utilize such sick leave credits while awaiting approval of a claim of Workers' Compensation.

12.03 When a nurse has completed any portion of her regularly scheduled tour prior to going on sick leave benefits or Workers' Compensation benefits, **she shall be paid the**

balance of the tour at her regular straight time hourly rate. This provision will not disentitle the nurse a lieu day under Article 15.05 if she otherwise qualifies.

12.04 Long Term Disability

Effective the first billing period following ratification by the local Association or the date of an Arbitration Award, the Hospital Will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the Long Term Disability Plan. The employee will pay the balance of the billed premium through payroll deduction.

All newly hired nurses who have completed their probationary period must obtain coverage under this plan in accordance with its terms and conditions. Nurses who are already covered by the plan shall maintain their membership in the plan in accordance with its terms and conditions.

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 regular part-time may elect to retain her accumulated sick leave credits to be utilized during regular part-time or subsequent full-time employment as provided under the Sick Leave Plan in which she participates as of February 2, 1990.

12.07 Any dispute which may arise concerning a nurse's entitlement to short-term or long-term benefits, under this Article, may be subject to grievance and arbitration under the provisions of this Agreement.

12.08 The Hospital will notify each nurse of the amount of unused sick leave in her bank annually.

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

12.10 A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one (1) complete pay period, may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved or the benefit to which she would be entitled under the short-term disability income 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.

12.11 Part-time

Part-time nurses returning to work from an illness or injury compensable **under** Workers' Compensation will be assigned light work **as** necessary, if available.

ARTICLE 13 - HOURS OF WORK

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

Subject to Article 13.02 below:

- (a) The normal daily tour shall be seven **and** one-half ($7\frac{1}{2}$) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half ($\frac{1}{2}$) 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. Nursing schedules shall be determined by local negotiation,

- (d) Where a nurse notifies her supervisor that she has been or will be unable to take the normal lunch break due to the requirement of providing patient care, such nurse shall be paid time and one half (~~1½~~) her regular straight time hourly rate for all time worked in excess of her 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.

ARTICLE 14 - PREMIUM PAYMENT

14.01 If a full-time nurse is authorized to work in excess of the hours referred to in Article 13.01 (a) or (c), she shall receive overtime premium of one and one-half (~~1½~~) times her regular straight time hourly rate.

If a part-time nurse is authorized to work in excess of the hours referred to in Article 13.01 (a), she shall receive overtime premium of one and one-half (~~1½~~) times her regular straight time hourly rate. A part-time nurse (which includes casual nurses) who works in excess of seventy-five (75) hours in a two-week period shall receive time and one-half her regular straight time hourly rate for all hours worked in excess of seventy-five (75) hours.

Notwithstanding the foregoing, no overtime shall be paid for a period of less than fifteen (15) minutes of overtime work, where the nurse is engaged in reporting functions at the end of her normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime will not be duplicated for the same hours worked under Article 13.01 (a) and (c) for full-time nurses, or Article 13.01 (a) for part-time nurses, nor shall there be any

pyramiding with respect to the other premiums payable under the provisions of this Collective Agreement,

Nothing herein will **disentitle** the nurse to payment of the normal tour differential provided herein. For purpose of clarity, a nurse who is required to work on her scheduled day off shall receive overtime premium of one and one-half ($1\frac{1}{2}$) times her regular straight time hourly rate.

- 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 Appendix 5 shall be paid at one and one-half ($1\frac{1}{2}$) 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 ($1\frac{1}{2}$) her regular straight time hourly rate as a result of 14.03 above and she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse) she shall receive two (2) times her 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 regular straight time hourly rate. She shall be required to perform any nursing duties assigned by the Hospital which she is capable of doing, if her regular duties are not available.
- 14.06 Where a full-time and/or regular part-time nurse has completed her regularly scheduled tour and **left** the hospital and is called in to work outside her regularly scheduled working hours, or where a nurse is called back from standby, **she** shall receive time and one-half ($1\frac{1}{2}$) her regular straight time hourly **rate** for all hours worked **with** a minimum guarantee of four (**4**) hours' pay at time and one-half ($1\frac{1}{2}$) her regular straight time hourly rate except to the extent that such four (**4**) hour period overlaps or extends into her regularly scheduled shift. In such a case, **she** will receive time and one-half ($1\frac{1}{2}$) her regular straight time hourly rate for

actual hours worked **up** to the commencement of her regular shift.

14.07 A nurse who is required to remain available for duty on standby outside **her** regularly scheduled working hours shall receive standby pay in the amount of \$2.10 per hour for the period of standby scheduled by the Hospital. 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 part-time nurses will be the hourly rate in the wage schedule set forth in Article 19.01.

14.09 Where a full-time nurse has worked and accumulated approved overtime hours (other than overtime hours relating to paid holidays) such nurse shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e., where the **applicable rate is time and one-half (1½)** then time off shall be at time and one-half (1½)). where **a** nurse chooses equivalent time off such time off must be taken within the period set out in the Appendix 5 or payment in accordance with the former option shall be made.

14.10 A nurse shall be paid a shift premium of forty-five cents (45¢) per hour for each hour worked outside the normal hours of the day 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.

14.11 Ambulance Escort

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

(a) Where the nurse performs such duties during her regular shift.) she shall be paid her regular rate of pay.

Where the nurse performs such duties outside her regular shift or on a day off, she shall be paid the appropriate overtime rate.

- (b) Where such duties extend **beyond** her regular **shift**, the Hospital will not **require** a nurse to return to regular duties at the Hospital without at least eight (**8**) hours of time off. Where such time off extends into her next regularly scheduled **shift** she will maintain her regular earnings for that full shift,
- (c) Hours spent between the time the nurse is relieved of patient care responsibilities and the time the nurse returns to the Hospital or to such other location agreed upon between the Hospital and the nurse will be paid at **straight** time or at appropriate overtime rates, if applicable under Article 14.01. It is understood that the nurse shall return to the Hospital or to such other location agreed upon between the Hospital and the nurse at the earliest opportunity. Prior to the nurse's departure on escort duty, or at such other time as may be mutually agreed upon between the Hospital and the nurse, the Hospital will establish with the **nurse** arrangements for return travel,
- (d) The nurse shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.
- 14.12 (a) The posting of **work** schedules for full-time nurses shall be as set out in the Appendix 5. It shall be the responsibility of the nurse to consult posted work schedules. The Hospital will endeavour to provide **as** much advance notice **as** is practicable of a change in the posted schedule. **Changes** to the posted work schedule shall be brought to the attention of the nurse. Where less than forty-eight (**48**) hours' notice is given personally to the nurse, time and one-half (**1½**) of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of her new schedule.
- (b) The posting of work schedules for regular part-time nurses shall be determined by local negotiation. 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 schedules shall be brought to the attention of the regular part-time nurse. Where less than twenty-four (**24**) hours' notice is given personally to the regular part-time nurse, time **and** one-half the nurse's

regular straight time hourly rate will be **paid** for all hours worked on the first shift of her ne schedule. Such changes shall not be considered a layoff.

- (c) Where a part-time 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 hour of the commencement, she will be paid for a full tour, provided that she works until the normal completion of the tour.
- (d) 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 to her 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 her 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, and 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 $\frac{1}{2}$ 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.

ARTICLE 15 - PAID HOLIDAYS (Full-time)

15.01 A nurse who otherwise qualifies under Article 15.02 hereunder, shall receive twelve (12) paid holidays as designated in Appendix 5.

In the event that the Provincial Government declares an additional holiday (such as Heritage Day) during the term of the 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 full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Hospital or the nurse was absent due to:

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

A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled unless she was scheduled to work that day. A nurse receiving Workers' 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, her vacation shall be extended by one 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 ($1\frac{1}{2}$) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 14.04. In addition, she will receive a lieu day off with pay in **the** amount of her regular straight time hourly rate of pay times the number of hours in a **normal** daily tour as set out in Article 13.01 (a).

NOTE; Nurses on extended tours shall receive twelve (12) lieu days off to consist of seven and one-half (7½) hour 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 Appendix 5 or payment shall be made in accordance with Article 15.03.

15.07 Paid Holidays (Part-time)

If a regular part-time nurse works on any of the holidays listed in Article 15.01, she shall be paid at the rate of time and one-half (1½) her regular straight time hourly rate (as set in the wage schedule) for all hours worked on such holidays, subject to the application of Article 14.04 regarding hours worked in addition to her full tour.

ARTICLE 16 - VACATIONS (Full-time)

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 three (3) years of full-time continuous service shall be entitled to earn vacation credits on the basis of 9.375 hours for each calendar month of service, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (b) Nurses who have completed three (3) or more years of full-time continuous service shall be entitled to earn vacation credits on the basis of 12.5 hours for each calendar month of service, 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 seventeen (17) or more years of full-time continuous service shall be entitled to earn vacation credits on the basis of 15.625 hours for each calendar month of service, provided the nurse works or receives paid leave for a total of 1525 hours in the vacation year. Effective April 1, 1989, the service requirement shall be reduced to fifteen (15) or more years of full-time continuous service.
- (d) Effective April 1, 1989, nurses who have completed twenty-five (25) or more years of full-time continuous service shall be entitled to earn vacation credits on the basis of 18.75 hours for each calendar month of service, provided the nurse

works or receives **paid** leave for a total of **at least 1525 hours** in **the** vacation year.

- (e) If a nurse works or receives paid leave for less than 1525 hours in the vacation year she will **receive** vacation pay **based** on a percentage of her gross salary for work performed on the following basis:

3 week entitlement - **6%**

4 week entitlement - **8%**

5 week entitlement - **10%**

6 week entitlement - **12%**

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 to the date of her separation, it being understood and agreed that the nurse will provide at least two (2) **weeks'** notice of termination.

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

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

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

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

16.05 Vacation - Part-time

All regular part-time shall be entitled to vacation pay based on 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 received paid leave for less than eleven hundred (1100) hours in the vacation year, she will receive vacation pay based on a percentage of her gross salary for work performed on the following basis:

three week entitlement - 6%

four week entitlement - 8%

five week entitlement - 10%

six 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 **January 1st, 1989**.

Equivalent years of service will be based on the casual part-time nurses seniority established under Article 10.02 and will be calculated on the basis that 1500 hours of part-time service shall equal one year of full-time service and vice versa.

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

ARTICLE 17 - HEALTH AND WELFARE BENEFITS (Full-time)

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 enrollment 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, effective the first billing date after ratification by the local association or the date of an Arbitration Award.

(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 \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are **paid** by the nurses through payroll deductions,

Effective the first billing date following ratification by the local Association or the date of an arbitration award, in addition to the standard benefits, coverage will include hearing aids (maximum \$300/person) and vision care (maximum \$60 every 24 months).

The deductible for the extended health care plan will be \$15 (single) and \$25 (family).

(d) Effective the first billing date following ratification by the local Association, or the date of an Arbitration Award, the Hospital agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible nurses in the active employ of the Hospital under the group life insurance plan. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the Group Life Insurance to which the nurse is entitled,

(e) Voluntary Life Insurance Plan

Effective the first billing date following ratification by the local Association or the date of an arbitration award, the Hospital also agrees to make a voluntary life insurance plan available, which shall be equivalent to the Hospitals of Ontario Voluntary Life Insurance Plan, to the nurses subject to the provisions of the Plan at no cost to the Hospital.

(f) The Hospital agrees to contribute 50% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current O.D.A fee schedule **as**

it may be updated from time to time) providing the balance of the monthly premium is paid by the nurse through payroll deduction.

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

17.07 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.

17.08 **Any** increased insurance benefits or premium contributions provided herein shall become effective the first billing date following ratification by the local Association or the date of an arbitration award.

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** 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 personal physician for all such examinations, except the pre-employment medical, unless the Hospital has a specific objection to the physician selected.

18.05 Prior to effecting any changes in rules or policies which affect nurses covered by this Agreement, the Hospital will discuss the changes with the Association and provide copies to the Association.,

ARTICLE 19 - COMPENSATION

19.01 (a) **The salary rates** for full-time nurses in effect during the **term** of **this** Agreement shall be those set forth in Appendix 3 **attached** to and forming part of this Agreement. The monthly wage scale for a full-time Registered Nurse shall be as follows:

Classification - Registered Nurse

Effective June 17th, 1987.

	Regular Straight Time Hourly Rate	Monthly Rate
start	15.54	2525.05
1 Year	15.74	2558.26
2 Years	15.99	2598.14
3 Years	16.27	2644.66
4 Years	16.60	2697.81
5 Years	16.93	2750.97
6 Years	17.30	2810.77
7 Years	17.71	2877.21

Classification - Registered Nurse

Effective April 1, 1988.

Start	15.85	2575.55
1 Year	16.45	2673.38
2 Years	16.71	2715.06
3 Years	17.01	2763.67
4 Years	17.39	2825.96
5 Years	17.73	2881.64
6 Years	18.12	2944.28
7 Years	18.55	3013.88

Classification - Registered Nurse

Effective April 1, 1989

Start	16.17	2627.06
1 Year	17.03	2766.95
2 Years	17.29	2810.09
3 Years	17.60	2860.40
4 Years	18.04	2931.93
5 Years	18.40	2989.70
6 Years	18.80	3054.69
7 Years	19.24	3126.90
8 Years	19.53	3173.80

Note: Nurses with the required level of service credit for purposes of advancement on the salary schedule shall be placed at the "8 years" level on the salary schedule, effective April 1, 1989.

The regular straight time hourly rates for all regular part-time registered nurses shall be the same as the above stated regular straight-time hourly rates.

Effective January 1, 1989, the regular straight time hourly rates for casual part-time registered nurses shall be the same as the above stated April 1, 1988 regular straight time hourly rates.

Effective April 1, 1989, the regular straight time hourly rates for casual part-time registered nurses shall be the same as the above stated April 1, 1989 regular straight time hourly rates.

(b) 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.

(c) Effective January 1, 1989, the hourly salary rates inclusive of the percentage in lieu of fringe benefits in effect for the remainder of 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 + 14%

(d) Effective January 1, 1989, 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.

It is understood and agreed that the part-time nurses' hourly rate (or straight time hourly rate) in this agreement does not include the additional 14%, which is paid in lieu of fringe benefits, and accordingly the 14% add-on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

(e) Retroactivity

In lieu of retroactivity, nurses who are employed on a part-time basis during all or part of the period June 17, 1987 to December 31, 1988, will be paid 11.5% times the gross earnings they were paid in respect of their part-time work during that period.

In the case of those part-time nurses who left the employ of the Hospital after June 17, 1987, but before August 21, 1989, the Hospital shall be responsible to contact them, in writing, at their last known addresses, to advise them of their entitlement to any retroactive adjustment within fifteen days following the date of the Arbitration Award. Such employees will have a period of thirty (30) days after the mailing of the notice in which to claim such an adjustment and not thereafter.

- (f) The fourteen percent 14% in lieu of benefits is to be provided retroactively to January 1, 1989, subject to a deduction of any monies paid by the Hospital during this period on behalf of an individual nurse for the benefits covered by the 14% in lieu. It is understood that should there be a negative balance for any individual nurse, payment from the individual nurse shall not be required.

The Hospital shall be responsible to contact those nurses, in writing, at their last known addresses, to advise them of their entitlement to any retroactive adjustment within fifteen days following the date of the Arbitration Award. Such employees shall have a period of thirty (30) days after the mailing of the notice in which to claim such an adjustment and not thereafter.

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 her designate, or to the date of last hire whichever is later.

19.03 A Registered Nurse is required to present to the Director of Nursing or her designate before February 15th of each year her current Certificate of Competence, Such time shall be extended for satisfactory reasons. Failure to provide proof of certification by the above date (or extended date) shall result in the nurse being reverted

to the salary status of a Graduate Nurse. Reinstatement to the status of Registered Nurse shall be effective the first pay period following the **date** of presentation of proof of certification as **above**.

19.04

- (a) A full-time nurse and/or a 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** she shall receive no less an increase in salary than the equivalent of one step **in** the salary range of the previous classification (provided that it does not exceed the salary range of the classification to which she has **been** promoted) and she shall retain her service review date for purposes of **wage** progression. For the purpose of this Article, promotion **shall** be defined as **a** move from one classification to another classification with **a** higher salary grid and shall not include a change of status from Graduate to Registered Nurse. A nurse who is moved to **a** lower rated classification will be placed at the level on the grid, **if** any, which most closely recognizes her experience level on the other grid.
- (b) 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, she **shall** be paid a premium of seventy-five cents (75¢) **per** hour for such duty **in** addition to her 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, she shall be paid a ~~premium~~ premium of forty cents (40¢) per hour in addition to her regular **salary** and applicable premium allowance,

- 19.05 (a) Claim **for** recent related clinical experience, if any, by a nurse shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. The nurse shall cooperate 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 nurse with one (1) annual service increment for every two (2) years 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.
- (b) Where a casual nurse hired between October 1, 1987 and March 31, 1988 transfers to full-time and/or regular part-time, she 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 present level to the next level set out in the Salary Schedule, twelve (12) months after she was last advanced on her service review date. If a nurse's absence without pay from the Hospital exceeds thirty (30) continuous calendar days during such twelve (12) month period, her service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.
- (b) Each regular part-time nurse will be advanced from her present level to the next level set out in the Salary Schedule, after obtaining one (1) year's service credit calculated in accordance with provision in Article 10.01.
- (c) A casual part-time nurse whose status is altered to regular part-time, or vice versa, will assume her same level on the grid. In addition, a nurse who is so transferred will be given credit for service accumulated since the date of last advancement.
- (d) Effective January 1, 1989, casual 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 advance on the salary grid in the same manner as regular part-time nurses.

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

19.08 (a) When a new classification in the bargaining unit is established by the 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 is unable to carry out the regular functions of her position, the Hospital may establish a special classification and salary with the hope of providing an opportunity for continued employment.



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 of the Collective Agreement.

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

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 date of certification.

ARTICLE 22 - DURATION

22.01 This Agreement shall continue in effect until June 16, 1989 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.

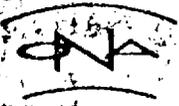
22.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.

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



ONTARIO NURSES' ASSOCIATION

GRIEVANCE REPORT



ONA LOCAL GRIEVOR DEPARTMENT	EMPLOYER	GRIEVANCE NUMBER	STEP 1. 2. 3.	DATE SUBMITTED	EMPLOYER
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NATURE OF GRIEVANCE AND DATE OF OCCURRENCE

SETTLEMENT REQUESTED

SIGNATURE OF GRIEVOR

SIGNATURE OF ASSOCIATION REPRESENTATIVE

EMPLOYER'S ANSWER

DATE:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE

STEP

ONE

DATE RECEIVED BY LOCAL

EMPLOYER'S ANSWER

DATE:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE

STEP

TWO

DATE RECEIVED BY LOCAL

EMPLOYER'S ANSWER

DATE:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE

STEP

THREE

DATE RECEIVED BY LOCAL

APPENDIX 2LIST OF PROFESSIONAL RESPONSIBILITY
ASSESSMENT COMMITTEE - CHAIRPERSONS

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

- | | |
|--|---|
| 1. Dr. Alice Baumgart
School of Nursing
Queen's University
Kingston, Ontario | 7. Ms. Louise Lemieux-Charles
Doctoral Candidate
Health Administration
London, Ontario |
| 2. Miss Margaret Charters
Assistant Administrator
Nursing and Patient Care
Hamilton General Hospital
Hamilton, Ontario | 8. Mrs. Maxine Pastirik
Program Developer
Niagara College of Applied
Arts & Technology
Welland, Ontario |
| 3. Mrs. Roxy Edwards
Executive Director
Bruce Peninsula Health Serv.
Wiarton, Ontario | 9. Dr. Lucille Peszat
Canadian Centre for Stress
and Well Being
Toronto, Ontario |
| 4. Dr. Josephine Flaherty
Principal Nursing Officer
Health and Welfare Canada
Ottawa, Ontario | 10. Mrs. Helen Taylor
Health Care Consultant
M.I. Administrative
Services Ltd.
Scarborough, Ontario |
| 5. Ms. Gwen Hefferman
Director of Nursing
Education
Ottawa Civic Hospital
Ottawa, Ontario | 11. Ms. Judy Tiivel
Co-ordinator
Nursing Computer Project
Toronto Western Hospital
Toronto, Ontario |
| 6. Ms. Pat Kirkby
Dean, School of Health
Sciences and Human Services
Fanshawe College
London, Ontario | 12. Ms. Kathleen Webb
Director of Nursing
Humber Memorial Hospital
Weston, Ontario |

APPENDIX 3A.1 (a) Classification - Registered NurseEffective June 17, 1987

	<u>Monthly</u>	<u>Hourly</u>
Start	2527.00	15.5508
After 1 yr.	2558.00	15.7415
After 2 yrs.	2600.00	16.0000
After 3 yrs.	2645.00	16.2769
After 4 yrs.	2700.00	16.6154
After 5 yrs.	2751.00	16.9292
After 6 yrs.	2811.00	17.2985
After 7 yrs.	2878.00	17.7108

(b) Classification Registered NurseEffective April 1, 1988

	<u>Monthly</u>	<u>Hourly</u>
Start	2575.55	15.85
After 1 yr.	2673.38	16.45
After 2 yrs.	2715.06	16.71
After 3 yrs.	2763.67	17.01
After 4 yrs.	2825.96	17.39
After 5 yrs.	2881.64	17.73
After 6 yrs.	2944.28	18.12
After 7 yrs.	3013.88	18.55

(c) Classification - Registered NurseEffective April 1, 1989

	<u>Monthly</u>	<u>Hourly</u>
Start	2627.06	16.17
After 1 yr.	2766.95	17.03
After 2 yrs.	2810.09	17.29
After 3 yrs.	2860.40	17.60
After 4 yrs.	2931.93	18.04
After 5 yrs.	2989.70	18.40
After 6 yrs.	3054.69	18.80
After 7 yrs.	3126.90	19.24
After 8 yrs.	3173.80	19.53

(d) Classification - Graduate NurseEffective June 17, 1987

	<u>Monthly</u>	<u>Hourly</u>
Start	2354.00	14.4862
After 1 yr.	2382.00	14.6585
After 2 yrs.	2413.00	14.8492
After 3 yrs.	2448.00	15.0646
After 4 yrs.	2490.00	15.3231
After 5 yrs.	2532.00	15.5815

(e) Classification - Graduate NurseEffective April 1, 1988

	<u>Monthly</u>	<u>Hourly</u>
Start	2401.08	14.78
After 1 yr.	2489.19	15.32
After 2 yrs.	2521.59	15.52
After 3 yrs.	2558.16	15.74
After 4 yrs.	2608.28	16.05
After 5 yrs.	2652.27	16.32

(f) Classification - Graduate NurseEffective April 1, 1989

	<u>Monthly</u>	<u>Hourly</u>
start	2449.79	15.0756
After 1 yr.	2576.63	15.8562
After 2 yrs.	2610.27	16.0632
After 3 yrs.	2647.27	16.2909
After 4 yrs.	2705.93	16.6519
After 5 yrs.	2751.45	16.9320
After 6 yrs.	2792.73 2772.60	17.06

17.1860
DC

(g) Classification - Team LeaderEffective June 17, 1987

	<u>Monthly</u>	<u>Hourly</u>
Start	2638.00	16.2338
After 1 yr.	2688.00	16.5415
After 2 yrs.	2738.00	16.8492
After 3 yrs.	2787.00	17.1508
After 4 yrs.	2842.00	17.4892
After 5 yrs.	2896.00	17.8215
After 6 yrs.	2949.00	18.1477
After 7 yrs.	3001.00	18.4677

(h) classification - Team LeaderEffective April 1, 1988

	<u>Monthly</u>	<u>Hourly</u>
Start	2690.76	16.56
After 1 yr.	2808.96	17.29
After 2 yrs.	2861.21	17.61
After 3 yrs.	2912.42	17.92
After 4 yrs.	2977.00	18.32
After 5 yrs.	3033.56	18.67
After 6 yrs.	3089.08	19.01
After 7 yrs.	3143.55	19.34

(i) Classification - Team LeaderEffective April 1, 1989

Start	2744.82	16.8912
After 1 yr.	2907.96	17.8952
After 2 yrs.	2961.78	18.2264
After 3 yrs.	3013.92	18.5472
After 4 yrs.	3088.64	19.0070
After 5 yrs.	3147.65	19.3701
After 6 yrs.	3204.97	19.7229
After 7 yrs.	3260.60	20.0653
After 8 yrs.	3309.51	20.3662

(j) Classification - Infection Control NurseEffective June 17, 1987

Start	2814.00	17.3169
After 1 yr.	2875.00	17.6923
After 2 yrs.	2932.00	18.0431
After 3 yrs.	2994.00	18.4246
After 4 yrs.	3055.00	18.8000
After 5 yrs.	3116.00	19.1754
After 6 yrs.	3178.00	19.5569
After 7 yrs.	3245.00	19.9792 (19.9692)

(k) Classification - Infection Control NurseEffective April 1, 1988

Start	2870.28	17.6600
After 1 yr.	3004.38	18.4900
After 2 yrs.	3063.94	18.8600
After 3 yrs.	3128.73	19.2500
After 4 yrs.	3200.11	19.6900
After 5 yrs.	3264.01	20.0900
After 6 yrs.	3328.96	20.4900
After 7 yrs.	3399.14	20.9200

(1) Classification - Infection Control NurseEffective April 1, 1989

Start	2927.15	18.0132
After 1 yr.	3109.79	19.1372
After 2 yrs.	3172.02	19.5201
After 3 yrs.	3237.61	19.9238
After 4 yrs.	3319.61	20.4284
After 5 yrs.	3387.05	20.8434
After 6 yrs.	3454.49	21.2584
After 7 yrs.	3526.98	21.7045
After 8 yrs.	3579.89	22.0301

APPENDIX OF LOCAL ISSUES

APPENDIX 5

BETWEEN:

THE ONTARIO CANCER INSTITUTE
(The Princess Margaret Hospital)
(Hereinafter referred to as the "Hospital")

AND:

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

APPENDIX 5ARTICLE A - RECOGNITION

- A.1 The Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Ontario Cancer Institute, incorporating the Princess Margaret Hospital, in Metropolitan Toronto, save and except Head Nurses, persons above the rank of Head Nurse, Nursing Education Teachers, Psycho-social Liaison Nurses, persons employed **as** Project Co-ordinator, Patient Education and Quality Assurance Personnel.

It is understood by the parties that Research Technicians and Research Assistants are not included in the bargaining unit.

- A.2 The word "nurses" when used throughout this Agreement shall mean persons included in the above described bargaining unit.
- A.3 "Supervisor and Immediate Supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 The Association acknowledges that the management of the Hospital and the direction of the working force **are** fixed exclusively in the **Hospital** and shall remain solely with the Hospital except as specifically limited by a provision of this Agreement. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided that a claim by a nurse who has completed the probationary period that she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
- (c) Determine in the interest of efficient operation and highest standard of service, job rating or classification, hours of work, work assignments; services to be performed, methods of work and working establishment for any services;

- (d) Determine the number of personnel required, the services to be performed, and the methods, procedures and equipment to be used in connection therewith;
- (e) Make and enforce and alter from time to time, reasonable rules **and** regulations to be observed by **the** nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.

B.2 It is agreed that these rights shall not be exercised in a **manner** inconsistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION COMMITTEES AND REPRESENTATIVES

c.1 (a) Nurse Representatives

There shall be eight (8) nurse representatives as follows:

- One (1) from the third floor
- One (1) from the fourth floor
- One (1) from the fifth floor
- One (1) from Clinical Trials
- One (1) from the Lodge**
- One (1) for IV Team, Operating Room, Recovery Room
- One (1) from Radiation Therapy
- One (1) from O.P.D.

(b) Grievance Committee

The Grievance Committee shall consist of three (3) nurses. No more than one nurse from any one unit shall be a member of the committee.

(c) Hospital Association Committee

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

(d) Negotiating Committee

The Negotiating Committee shall be comprised of not more than four (4) nurses, normally not more than one (1) of whom shall be from any one unit.

- C.2 The Association interview for newly **hired** nurses shall be **scheduled** during the new employee's orientation period, during her first week of employment. The Hospital will advise the Association **as** to the time and place where this interview will normally take place and the Association will be notified by the previous Friday if there are to be any changes in time or place, or if the interview is to be cancelled because no-one is to be orientated.

ARTICLE D - SCHEDULING (7.5 Hour Tours)

- D.1 The Hospital will endeavour to maintain and achieve the following objectives in the formation of working schedules for nurses working 7-1/2 hour tours.
- (a) For full-time and regular part-time nurses, the Hospital will continue with the concept of master schedules/rotation with schedules covering a period of six (6) weeks, being posted at least two (2) weeks in advance.
 - (b) Request for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty. Any such changes approved by the Hospital shall not result in any overtime payment or premium payment to any of the nurses affected by such change. Such approval shall not be unreasonably withheld. The foregoing shall **apply** notwithstanding any other provision **in the** Collective Agreement.
 - (c) For full-time and regular part-time nurses, requests for specific days off shall be submitted in writing at least four (4) weeks in advance of the posting of the schedule.
 - (d) Nurses will not be scheduled to work more than seven (7) consecutive days, to be followed by at least a minimum of two (2) consecutive days off. In the event a nurse is scheduled to work more than seven consecutive days, she shall be paid the overtime premium as set out in Article 14, for each additional shift until she receives two (2) consecutive days off.
 - (e) The Hospital will not schedule split shifts. At least sixteen (16) hours off shall be scheduled between shifts, **and** at least forty-eight (48) consecutive hours off shall be scheduled following the night shift.

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

This provision (D.1 (e)) is applicable to full-time and regular part-time nurses.

- (f) A full-time nurse as well as a regular part-time nurse may not be required to change tours of duty more than once during a work week.
- (g) The Hospital will attempt to schedule full-time nurses and regular part-time nurses to rotate the two (2) tours of their preference. However, for the continuance of efficient operation, the Hospital reserves the right to assign a full-time nurse as well as a regular part-time nurse to a tour other than her preference, on a long term basis, following notification in writing to the nurse concerned.
- (h) The Hospital will provide at least every third weekend off.

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

- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of shifts with another nurse.
- (i) Nurses presently employed on the evening or night tours on a permanent basis will not be rotated except by mutual consent.

Notwithstanding the above, each nurse on a permanent shift may be required to do a tour of duty on days, for in-service requirements and evaluation, every six (6) months not to exceed three (3) weeks in each six (6) month period.

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

Nurses presently working the day shift on a permanent basis shall not be permanently assigned to other shifts unless there has been a full

discussion of the reasons for the change with the nurses affected and the Association and a subsequent reaffirmation of the decision to change accompanied by the giving of six weeks' notice to the affected nurses.

- (j) A weekend is defined as being fifty-six (56) consecutive hours off work during the period commencing 1530 hours Friday and ending at 0730 hours the following Monday:
- (k) The Hospital will schedule a full-time nurse as well as a regular part-time nurse off work for not less than five (5) consecutive days at either Christmas or New Year's season, unless the nurse requests otherwise, except in areas which are not normally required to work on weekends and statutory holidays. The scheduling objectives set out in this Article D will be waived to accommodate this special arrangement between December 15th and January 15th. For the purpose of this schedule, Christmas shall be defined as including December 24, 25 and 26, and New Year's shall be defined as including December 31 and January 1.

The Hospital will post schedules indicating time off for Christmas and New Year's, no later than November 15.

- (l) A full-time nurse as well as a regular part-time nurse who normally rotates shall not be required to work more than two (2) consecutive weeks on either the evening or night tour, without being scheduled for a period of day tours, unless otherwise agreed.
- (m) The Hospital will equitably distribute shift work amongst full-time nurses in a unit working the same shift rotation.
- (n) Unless otherwise mutually agreed, there will be an equitable distribution of standby duty with the option to exchange, subject to approval by the Supervisor in the area concerned. Such approval shall not be unreasonably withheld. Standby duty will be posted at least two (2) weeks in advance and will cover six (6) weeks. This provision (D.1 (n)) is applicable to full-time and regular part-time nurses.
- (o) Nurses presently working the day shift on a permanent **basis** in OPD and the Operating Room with every weekend off shall not be assigned to regularly scheduled weekend work unless there has been a full discussion of the reasons for the change with the

nurses affected and the Association and a subsequent reaffirmation of the decision to change accompanied by the giving of six weeks' notice to the affected nurses.

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

Days	- 7:30 - 3:30 p.m.
Evenings	- 3:30 - 11:30 p.m.
Nights	- 11:30 - 7:30 a.m.
OPD Day Shift	- 8:30 - 4:30 p.m.
	- 9:00 - 5:00 p.m.
	- 10:00 - 6:00 p.m.

Every fourteen (14) weeks a nurse shall be required to work one (1) week from 8:00 a.m. to 4:00 p.m. (Applies to O.P.D.)

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

- (q) The current practice of not requiring nurses assigned to the IV Team to work the night shift, of requiring nurses assigned to the IV Team to only work one weekend in four, of requiring nurses assigned to the IV Team when working the evening shift to work 2:30 p.m. to 10:30 p.m., and of requiring nurses assigned to the IV Team to work only the day shift on weekends shall not be changed unless there has been a full discussion of the reasons for the change with the nurses affected and the Association and a subsequent reaffirmation of the decision accompanied by the giving of six weeks' notice to the affected nurses.

- (r) **Where** a full-time nurse has worked accumulated overtime hours, and elects to take equivalent time off, such time off will be scheduled at a mutually agreeable time between the nurse and her immediate supervisor. Requests for such time off will not be unreasonably withheld.

The time off must be taken within a period of forty-five (45) days from the date it was earned, failing which, it will be paid as overtime pay.

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

ARTICLE E - SCHEDULING - EXTENDED TOURS (11.25 hours).

E.1 Scheduling Regulations

The following scheduling provisions shall apply to all nurses working extended tours as follows:

- (a) No more than three (3) consecutive extended tours shall be scheduled.
- (b) At least 11.25 hours time off will be scheduled between shifts. This provision is applicable to full-time and regular part-time nurses.
- (c) A weekend is defined as a minimum of five consecutive extended tours off which shall commence no later than 1930 hours.
- (d) The Hospital will not schedule split shifts.
- (e) A full-time nurse as well as a regular part-time nurse may not be required to change tours of duty (days & nights) more than once during a period of seven consecutive days.
- (f) At least forty-eight (48) consecutive hours off shall be scheduled following night shift. A shorter period of time between changes may be agreed upon by mutual consent. This provision (E.1 (f)) is applicable to full-time and regular part-time nurses.

E.2 The Hospital will provide at least every second weekend off.

If the nurse is required to work on a second consecutive and subsequent weekend, she will receive premium payment as defined in Article 14.03 of this agreement, for all hours worked on that weekend and subsequent weekends, until the weekend is scheduled off, save and except where:

1. such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
2. such nurse has requested weekend work; or
3. such weekend is worked as the result of an exchange of shifts with another nurse.

E.3 Schedules for full-time nurses as well as for regular part-time nurses will be posted at least two (2) weeks in advance and will cover a period of six (6) weeks.

Request(s) for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty. **Any** such changes approved by the Hospital will not result in any overtime payment or premium payment to any of the nurses affected by such change. Such approval shall not be unreasonably withheld. The foregoing shall apply notwithstanding any other provision in the Collective Agreement.

Requests, by full-time nurses as well as regular part-time nurses for specific days off shall be submitted in writing at least four weeks in advance of the posting of the schedule.

- E.4 The Hospital will schedule a full-time nurse as well as a regular part-time nurse off work for not less than five (5) consecutive days at either Christmas or New Year's season, unless the nurse requests otherwise, except in areas which are not normally required to work on weekends and statutory holidays. The scheduling objectives set out in Article E will be waived to accommodate this special arrangement between December 15th and January 15th. For the purpose of this schedule, Christmas shall be defined as including December 24, 25 and 26, and New Year's shall be defined as including December 31 and January 1.

The Hospital will post schedules indicating time off for Christmas and New Year's, no later than November 15.

- E.5 Extended tours shall be introduced in a unit for a six (6) month trial period when:
- (1) Eighty-five (85%) percent of the nurses in the unit so indicate by secret ballot; and
 - (2) The Hospital agrees to implement extended tours.

Such agreement shall not be withheld in an unreasonably, arbitrary manner.

Following the **six** (6) month trial period, extended tours may be adopted on a permanent basis, in any unit when:

- (1) Eighty-five (85%) percent of the nurses in the units so indicate by secret ballot; **and**
- (2) 'The Hospital agrees to implement extended tours?' Such agreement shall not be withheld in an unreasonably, arbitrary manner.

- E.6 Extended tours may be discontinued **in** any unit when:
- (1) Eighty-five (85%) percent of the nurses in the unit so indicate by secret ballot; or
 - (2) The Hospital decides to discontinue extended tours.

The Hospital's decision shall not be exercised in an unreasonable or arbitrary manner.

When extended tours are being discontinued by either the Hospital or the Association, either party shall provide at least six (6) weeks' notice, in writing, of such discontinuation.

- E.7 When less than eighty-five (85%) percent of the nursing staff in a particular unit vote as outlined in Article E.5 in favour of extended tours by secret ballot, the Association may approach the Hospital and request that there be implemented in that particular nursing unit both extended tours and normal tours. Where both extended tours and normal tours are implemented in a nursing unit, nurses shall **be scheduled** to work either normal tours or extended tours, taking into consideration their individual preferences. Where the Hospital cannot reasonably accommodate individual preferences, bargaining unit seniority within the unit will determine which nurses get their preference.

ARTICLE F - EXTENDED TOURS

- F.1 For full-time nurses as well as regular part-time nurses working extended tours, the reference under Article 11.05 shall mean that a nurse shall receive two (2) days comprised of eleven point two five (11.25) hours each which gives a maximum of twenty-two point five (22.5) hours. However, a nurse may request additional time off without pay for purposes of bereavement.

ARTICLE G - BULLETIN BOARDS

- G.1 The Hospital will provide bulletin board spaces for the purpose of posting notices, as set out below:
- one bulletin board in each nurses' locker room in the basement and in the locker room on the sixth floor
 - one bulletin board in the lodge
 - one bulletin board outside the main cafeteria

- G.2 The Association will have the right to post Association notices on the bulletin boards. Such notices must be submitted to and approved by the President or ~~he~~ designate prior to the posting. Such approval will not be unreasonably withheld.

ARTICLE H - MISCELLANEOUS

H.1 Seniority List

A copy of the seniority list will be filed with the Association by May 1 and by November 1.

- H.2 For nurses required to be on standby, the Hospital agrees to continue the present practice of providing those nurses with an opportunity to utilize the beeper system which is paid for by the Hospital.

- H.3 Nurses reporting to **and** departing from work at the Hospital between the hours of 2300 and 0100 shall, if they so request, be provided with a security escort to and from their car in the Hospital's parking lot.

H.4 Equivalent Time Off for Overtime Work

Where a full-time nurse has worked **approved** accumulated overtime hours and elects to take equivalent time off under Article 14.09, such time off will be scheduled at a mutually agreeable time between the nurse and her immediate supervisor. Requests for such time off will not be unreasonably withheld. The time off must be taken within a period of forty-five (45) days from the date it was earned failing which it will be paid as overtime pay.

- H.5 The Hospital agrees to maintain its present policy with regard to the laundering and supplying of uniforms for nurses working in the Operating Room and the Recovery Room, at no cost to the nurse.

ARTICLE I - VACATION

Article I.1 to Article I.8 inclusive are applicable to full-time as well as regular part-time nurses.

- I.1 It is understood that the Hospital will give every consideration to, the **nurses'** preference **as** to the timing of their vacation, 'but of necessity the Hospital must reserve the right to the final decision **as** to the scheduling of vacations.

- I.2 If a nurse commences vacation on a Monday for five (5) consecutive days or more the Hospital shall schedule either the weekend off preceding the vacation or the weekend immediately following the vacation, as days off.
- I.3 **Requests** for vacation, in the peak vacation period, June 15th to September 15th, shall be submitted in writing by March 25th each year. Approved vacation schedules will then be posted by April 30th. In the event of conflict seniority shall be the deciding factor.
- I.4 Vacation requests outside the peak vacation period shall be submitted in writing at least four (4) weeks **prior** to the **requested** time off. A written response to this request for vacation shall **be** given to the nurse in writing within fourteen (14) days. **Requests** for vacation out of the peak vacation period will be on a first come, first serve basis.
- I.5 A nurse may take her entire vacation entitlement at one time. Vacations may be scheduled as single days provided, however, that except by mutual consent single days may not be taken on a weekend when a nurse is scheduled to **work**.
- I.6 Vacation schedules for nurses shall not be unduly restrictive. Vacation quotas shall be established for members of the bargaining unit and shall not include non bargaining unit members.
- I.7 Vacation pay shall be paid to a nurse in advance of her scheduled vacation period, if she so requests. Such request must be submitted to the nurse's immediate supervisor at least four (4) weeks' in advance of the **pay** period, prior to the commencement of the nurse's vacation.
- I.8 Vacation may commence on any day of the week.
- I.9 Vacation pay for part-time nurses shall be paid to each individual nurse no later than the end of January.

ARTICLE J - LEAVE OF ABSENCE

- J.1 Leave of absence for Association business shall be granted **up** to a total of sixty (60) aggregate days total, including both full-time and part-time nurses during any calendar year, provided at least four (4) weeks' notice in writing is given by the Association to the Hospital, **except in** emergency situations. No more than **one nurse** from any one unit may be absent from the Hospital at the same time.

ARTICLE K - SICK LEAVE;

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

By 1430 hours if returning to work the day shift the following day.

By 1130 hours if returning to work the evening shift on the same day.

By 1530 hours if returning to work the night shift commencing the same day.

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

ARTICLE L - PAID HOLIDAYS

Articles L.1, L.3 and L.4 are applicable to full-time nurses only,

L.1 The following shall be paid holidays:

- | | |
|--------------------------|--------------------|
| * New Year's Day | Labour Day |
| * 2nd Monday in February | * Thanksgiving Day |
| Good Friday | * Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | |

- * The awarding of the 2nd Monday in February and Remembrance Day is not intended to have retroactive effect where corresponding floating holidays have been provided. For the term of this agreement these two paid holidays shall be observed as the two floating holidays provided by the Hospital.

Effective **April 1, 1989**, there shall be a twelfth paid holiday. The date of observance is to be set by the mutual agreement of the parties **except** that for 1989 this holiday is to be treated as a floating holiday. *holiday*

- L.2 For the purpose of determining entitlement to holiday pay, the nurse who **works the majority of** hours on a recognized holiday, as provided herein shall be paid the holiday rate of pay. (Applicable to full-time only)
- L.3 Where a nurse qualifies for lieu days, such lieu **days** shall be granted within forty-five (**45**) days prior to or following the holiday. Such lieu days will be scheduled at a mutually agreeable time between the nurse and her immediate supervisor. Failing mutual agreement within an additional two (2) **week** period after the above noted time frame, the lieu day will be paid to the nurse.
- L.4 The Hospital will endeavour to arrange for paid holidays off to **be** scheduled equitably among the nurses regularly working in **the** same unit.
- L.5 The Hospital will also endeavour to schedule a holiday designated for a Friday or Monday to be an off day for a nurse scheduled to be off on the adjacent Saturday and Sunday. Conversely the Hospital will endeavour to schedule a holiday designated for a Friday or Monday to be a work day for a nurse scheduled to work on the adjacent Saturday and Sunday,
- L.6 For purposes of determining payment for **work** on a Paid Holiday, **it** is agreed that a regular part-time nurse who works the majority of hours on a Paid Holiday, **as** set out in Article L.1, shall be paid the rate **set** out in Article 15.07.

A casual part-time nurse, who works the majority of hours on a Paid Holiday recognized by the Employment Standards Act, shall be paid at the rate of time **and** one-half (1-1/2) her regular straight time hourly rate, **for** all hours worked.

DATED AT TORONTO, Ontario this 17~~th~~ day of May, 1991.

FOR THE HOSPITAL

D. Carey
C. Lewis

FOR THE ASSOCIATION

MS. SHIRLEY HENRY R.N.
MS. SANDRA KRIECK R.N.
J. Stewart R.N.

LETTER OF UNDERSTANDING
Between
ONTARIO NURSES' ASSOCIATION

and

THE ONTARIO CANCER INSTITUTE
(incorporating the Princess Margaret Hospital)

This Letter of Understanding is attached to and forms part of the Collective Agreement.

The parties agree that notwithstanding the provisions of the Collective Agreement between them.

- (a) The Hospital may adopt a regular schedule consisting of four (4) tours of 9.375 hours, exclusive of a total of 37.5 minutes of unpaid meal time, each per week for nurses working in the Operating Room rather than a schedule of seven and one-half (7½) hour tours or 11.25 hour tours as provided for in the Collective Agreement.
- (b) It is further understood and agreed that when this four (4) tour, 9.375 hour schedule per week is in operation, overtime will be applicable for all authorized hours worked in excess of 9.375 hours per day, or in excess of seventy-five (75) hours in a bi-weekly period.
- (c) Holiday pay and/or lieu days, as the case may be, for which a nurse qualifies, will be paid at the rate of 7.5 hours times the nurse's regular straight time hourly rate.
- (d) The probationary period will be 450 hours of work.
- (e) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour, of a total of 37.5 minutes.
- (f) Article E.3 of the Collective Agreement will apply.
- (g) At least twelve (12) hours time off will be scheduled between shifts.

DATED AT TORONTO, Ontario this 17th day of Nov, 1991.

FOR THE HOSPITAL

[Signature]
[Signature]

FOR THE ASSOCIATION

[Signature]
[Signature]
[Signature]
MS. SANDRA KRIECK RN
MS. STICKLEY ALVIN RN