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EFF.	93	04	61
TERM.	96	03	31
No. OF EMPLOYEES	350		
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## COLLECTIVE AGREEMENT

between

ETOBICOKE GENERAL HOSPITAL  
(hereinafter referred to as the "Hospital")

OF THE FIRST PART

and

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

OF THE SECOND PART

April 1, 1993 - March 31, 1996

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## ARTICLE 1 - GENERAL PURPOSE

- 1.01 To maintain the existing **harmonious** relations, goodwill, and settled conditions of employment between the Hospital and the Association.
- 1.02 To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions.
- 1.03 To encourage efficiency in operation.
- 1.04 To promote the morale, well-being and security of all the employees in the Bargaining Unit of the Association.

## ARTICLE 2 - RECOGNITION

- 2.01
  - (a) The Hospital recognizes the Association **as** the sole bargaining agent of all Registered and Graduate nurses employed in a nursing capacity by the Etobicoke General Hospital in Etobicoke, save and except Head Nurses and persons above the rank of Head Nurse, Employee Health Nurse, In service Education Co-ordinator, Infection Control Nurse and those regularly employed for not more than twenty-four **(24)** hours per week.
  - (b) The **Hospital** recognizes the Association **as** the sole bargaining agent of all registered and graduate nurses regularly employed for not more than 24 hours per week in a nursing capacity **by** the Etobicoke General Hospital in Etobicoke, Ontario, save and except Head Nurses, persons above the rank of Head Nurse, Employee Health Nurse, In service Education Co-ordinator, and Infection Control Nurse.
- 2.02
  - (a) Full-time Nurse: is a nurse who **is** normally scheduled to work seventy-five (75) hours in a pay period equalized over a four week or 150 hours work schedule.
  - (b) Regular Part-time: is a nurse who regularly works less than the normal full-time hours and who offers to be committed *to* work for at least two (2) tours per week subject to other commitments as laid out in the Agreement.
  - (c) Casual Part-time: is a nurse who is not willing to give a commitment to work for at least two (2) tours per week, but **is** available on an on-call basis. For purposes of clarity, a casual nurse will not be pre-scheduled or pre-booked until two weeks prior to the effective date of the schedule.

- (d) 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 the subject matter of a grievance or arbitration procedure.

2.03 This combined agreement contains provisions applicable to full time Nurses and provisions to part time Nurses. The Combination of the agreements shall not have the effect of changing the composition of any existing bargaining units, nor shall it have the effect of conferring representation rights where such rights do not presently exist.

### ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Association recognizes 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. 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, discharge, direct, classify, transfer, promote, demote, lay-off, and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged, suspended or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure.
- (c) Establish and enforce reasonable rules and regulations to be observed by employees.
- (d) Generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operations.

- 3.02 These rights shall not be exercised in a manner inconsistent with the provisions of this collective agreement.

#### ARTICLE 4 - NO DISCRIMINATION

- 4.01 There shall be no discrimination on the part of the Hospital or the Association pursuant to the Human Rights Code by reason of race, creed, colour, marital status, national origin, age, sex, sexual orientation, handicap, political or religious affiliation, or any other factors not pertinent to the employment relationship.
- 4.02 The Hospital and the Association agree that there shall be no discrimination, interference, restriction, coercion or intimidation exercised or practised by any of their representatives with respect to any nurse, because of the nurse's membership or non-membership in the Association, and there will be no Association activity, solicitation for membership or collection of dues on Hospital premises, except with the written permission of the Hospital, or as specifically provided for in this Agreement.
- 4.03
- (a) "Every person who is an Employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another Employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offenses, marital status, family status or handicap." ref: Ontario Human Rights Code, Sec.5(2).
  - (b) "Every person who is an Employee has a right to freedom from harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another Employee" ref: Ontario Human Rights Code, Sec.7(2.)
  - (c) "Every person has a right to be free from:
    - i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
    - ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made of or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person." ref: Ontario Human Rights Code, Sec.7(3).

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

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

- 4.04 The Hospital and the Association recognize their joint duty to accommodate handicapped Employees in accordance with the provisions of the Ontario Human Rights Code.

#### ARTICLE 5 - NO STRIKES, NO LOCKOUTS

- 5.01 The Association agrees that there will be no strikes and the Hospital agrees that there will be no lockouts. The term "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

#### ARTICLE 6 - REPRESENTATION

- 6.01 The Hospital agrees to recognize a bargaining committee consisting of the Local President and not more than three (3) full-time nurse employees and not more than two (2) part-time nurse employees who shall act **as a** committee on behalf of the Association, in negotiating the Collective Agreement, its modification or renewal with the Hospital. Payment will be made **up to** arbitration but not including arbitration. If there are any negotiation meetings held post- conciliation, the Hospital agrees to pay the regular wages of the full-time bargaining committee members the time spent therein.

- 6.02 The Hospital will recognize employee representatives who have acquired seniority with the Hospital from either the Full-time or Part-time Bargaining Units for each of the following areas:

9th Level Continuing Care	2
8th Level Surgery	2
7th Level Med./Surg	2
6th Level Paediatrics	1
5th Level Psychiatry	1
4th Level Obs./Gyn/Nursery	3
2nd Level Emerg./Out Pts	1
I.V. Team	1
Critical Care Units	2
Operating Room	1
L. & D	1
Float Pool	1

- 6.03 The Hospital agrees to **give** representatives **of** the Ontario Nurses' Association or consultants for the Association, access, upon request, to the Director of Personnel, with the understanding that permission will not **be**

unreasonably withheld, to the premises of the Hospital, for the purposes of discussing Association business, investigating grievances, attending meetings or otherwise assisting in the Administration of this Agreement.

- 6.04 The Association will provide the Hospital with a ~~list~~ of personnel, showing its Officers and Nurse Representatives. This list will be revised when changes occur. All references to officers, representatives and committee members of the Association in this Agreement shall be deemed to mean officers, representatives and committee members of the local Association constituted for this bargaining unit, all of whom are employees of the Hospital.
- 6.05 During the orientation period, an officer of the Association or Nurse Representatives shall be allowed a reasonable period of time within regular working hours to interview such nurses and to discuss the benefits and duties of Association membership and responsibilities to the Association and to the Hospital.
- 6.06 (a) The Hospital will deduct from the first pay of ~~any~~ nurse due to her in each calendar month an amount equivalent to the regular monthly Association dues and will ~~forward~~ such sum to the Provincial Secretary-Treasurer of the Association. The Hospital also agrees to supply to the Association along with its cheque for the dues so deducted, a list of ~~names~~ of the nurses and the amount of such deduction for each nurse, as well as deletions (indicating ~~terminations~~) and additions from the preceding month. Each list shall show the Social Insurance Number and the ~~address~~ of each nurse.
- The Provincial Secretary-Treasurer shall notify the Hospital of any dues changes therein, and such notification shall be the Hospital's conclusive authority to make the deduction specified.
- (b) The Association shall hold the Hospital harmless with respect to all dues so deducted and remitted and with respect to any liability which the Hospital might incur as a result of such deduction and remittance.
- 6.07 The Hospital-Association Committee shall be comprised of up to ~~two~~ (2) full-time and one (1) part-time representative of the Association and equal representation from the Hospital. The Committee shall meet a minimum of every three (3) months and possibly more often if required to discuss matters that are of mutual interest. Agenda items will be exchanged five (5) calendar days prior to the meeting. The Hospital agrees to pay the ONA members of the Hospital-Association Committee for all time spent in attendance at such meetings.
- 6.08 When a nurse ~~makes~~ prior arrangements for time ~~off~~ from a tour of duty, the nurse shall not be scheduled to work another tour that ~~day~~.

- 6.09 Nurses who are members of Committees pursuant to Regulation 518 of the Public Hospital Act, will suffer no loss of earning for time spent during regular working hours for such attendance.

If a nurse attends outside her regularly scheduled hours then she would be paid for all hours spent at her regular rate of pay.

## ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 It is understood that representatives of the Association have their regular work to perform on behalf of the Hospital. If it is necessary for a Nurse Representative or designate to service a grievance during her working hours, she shall not leave her work without first obtaining permission from her supervisor, the Nurse Representative or designate must also obtain permission from the other supervisor. When resuming her regular work, she shall again report to her supervisor.
- 7.02 It is the mutual desire of the parties hereto that complaints of the employees will be adjusted as quickly as possible. It is understood that an employee has no grievance until the matter has been referred to the employee's immediate supervisor and an opportunity has been given to adjust the complaint. It is understood that a nurse may have the assistance of a nurse representative, if desired. All policy and individual grievances must be submitted in writing within ten (10) calendar days from the date of the circumstances giving rise to its occurrence, or the date the employee ought reasonably to have become aware of such grievance. For the purpose of handling grievances the following procedure shall apply:
- 7.03 Step #1 - If a nurse feels that a grievance exists, such grievance shall be reduced to written form, in duplicate, and submitted to the Nurse Representative. The Nurse Representative, or designate and the grievor, shall meet with the nurse's Supervisor, and the Representative shall submit one copy of the grievance and retain the other. If the Supervisor has not replied in writing, or the grievor is not satisfied with the decision from the Supervisor, within nine (9) calendar days, then the nurse may use Step #2.
- 7.04 Step #2 - The Grievance shall be submitted in writing, directly to the Vice-President- Patient Services, within nine (9) calendar days from the date of receipt of the decision in Step #1. Within nine (9) calendar days of receiving the grievance, a meeting will be convened. The grievor and the Nurse Representative or designate may be present at this meeting. The Vice-President- Patient Services, shall, within a period of nine (9) calendar days, from the date of the meeting, reply in writing and forward her reply to the Nurse Representative or designate with a copy to be forwarded to the



Association Representative. If the grievor is not satisfied with the decision from the Vice-president - Patient Services, the nurse may use Step #3.

7.05 Step #3 - The Grievance shall be submitted in writing, directly to the Director of Personnel within nine (9) calendar days from the date of the receipt of the decision in Step #2. Within nine **(9)** calendar days of receiving the grievance, a meeting shall be convened. The Hospital will recognize a Grievance Committee of three (3) nurses, one (1) of whom shall be from the Part-Time bargaining unit, and one (1) of whom shall be the President or her designate, and the other the Nurse Representative or designate to attend this meeting. The Association Representative may also be present. The Director of Personnel shall, within a period of nine **(9)** calendar days from the date of the meeting, reply in writing and forward his/her reply to the Nurse Representative, or designate, with a copy to be forwarded to the Association Representative. If the Grievor is not satisfied with the decision from the Director of Personnel, the nurse may use Step #4.

7.06 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration **as** hereinafter provided, If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request ~~is~~ postmarked within thirty-four **(34)** calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits. The costs of the Chairman shall be borne equally by each party. Each party shall bear the costs of their own nominee.

7.07 The time prior to referral to arbitration may be utilized by the Association and/or the Hospital to suggest and possibly agree on a dispute resolution mechanism other than a three person Board of Arbitration and either party may request the appointment of a Grievance Settlement Officer other than in matters pertaining to the interpretation of the Central Collective Agreement language.

Where either party requests that any matter be submitted to arbitrations as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other **party** shall name a nominee provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto **by** the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chair of the Arbitration Board. If they are unable to agree upon such a chair within a period of fourteen **(14)** calendar

days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chair.

- 7.08 The Board of Arbitration shall not have jurisdiction to alter or amend the agreement, or to render a decision inconsistent with its terms.
- 7.09 The decision of the majority of the Board of Arbitration shall be final and binding on both parties to this Agreement and the employee or employees concerned. If there is no majority decision, then the decision of the Chairman shall govern.
- 7.10 No person being appointed as an arbitrator shall have been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
- 7.12
- (a) Policy Grievance - A grievance arising directly between the Hospital and the Association concerning the interpretation, application, administration or alleged violation of this Agreement shall be defined as a policy grievance and be submitted by either the Hospital or Association at Step No. 3 of the Grievance Procedure. However, it is expressly understood that the provisions of this paragraph shall not be used by the Association to institute a grievance directly affecting a nurse which such nurse could herself institute and the regular Grievance Procedure shall not be thereby by-passed.
  - (b) Group Grievance - 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, identifying each nurse who *is* grieving to the Vice-president - Patient Services 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 nurses. The grievance shall then be treated as being initiated at Step #2, and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.13 The release of a probationary Nurse for reasons based on performance and ability to do the job, including **skills**, suitability and availability shall not be subject to the grievance procedure unless the probationary Nurse is released for:
- (a) reasons which are arbitrary, discriminatory or in bad faith:
  - (b) exercising a right under this Agreement.

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

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

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

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

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

7.14 In the event of an investigation of a grievance involving discipline or promotion, an employee shall be permitted to review her personnel file in the presence of her Supervisor and her Nurse Representative.

7.15 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 (1) year.

7.16 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 her files for the purposes 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. Confidential references from previous employers must, of necessity, be deleted.

## ARTICLE 8 - SENIORITY AND JOB SECURITY

8.01 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. Newly hired regular part-time nurses shall be on probation for a period of sixty (60) tours worked or six calendar months, whichever occurs first. Newly hired casual part-time nurses shall be on probation for sixty tours worked. If retained after the probationary period, the full-time nurse shall be credited with seniority from date of last hire. If retained after the probationary period, each regular part-time nurse's seniority will be computed based on hours worked since the 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. Where the Hospital requests an extension of the probationary period, it will provide notice to the Association at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours worked and, where requested, the Hospital will advise the nurse and the Association of the basis of such extension. The probationary period for a nurse who works extended tours will be pro rated, based on the number of hours worked.

8.02 Seniority lists shall be established for full-time nurses who have completed their probationary period, based on each nurse's last day of hiring. Seniority lists shall be established for part-time nurses who have completed their probationary period, based on hours worked since January 1, 1976. Seniority lists will be filed with the Association semi-annually - March and September. For information purposes only, seniority lists shall include the names of probationary nurses. In the event of a layoff, upon request, seniority list will be made available to the Association.

8.03 Seniority rights and an employee's employment shall be deemed to have terminated if the employee:

- (a) Voluntarily quits: or
- (b) is discharged and the discharge is not reversed through the grievance procedure; or
- (c) has been laid off for twenty-four **(24)** calendar months; save that in order to take account of the Social Contract Act, 1993, any loss of

service and seniority and any termination under this clause (c) shall be deferred until March 31, 1996.

- (d) overstay an authorized leave of absence and fails to furnish a valid reason for such absence or if the employee utilizes a leave of absence for purposes other than those for which the leave of absence was granted; or
- (e) is absent from work without permission for three (3) consecutive scheduled working days, unless a valid reason is given; or
- (f) fails upon being notified of a recall to signify her\his intention to return within twenty (20) calendar days after she\he has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within thirty (30) calendar days after she\he has received the notice of recall or such further period of time as may be agreed upon by the parties.
- (g) is absent from work due to illness or disability which absence continues for more than thirty (30) months (if the employee subsequently becomes qualified to return to work the Hospital will give every consideration to **the** employee's re-employment).

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

8.04 It shall be the obligation of employees to notify the Hospital of any change of address or telephone number. The Hospital shall be entitled to rely on the last address and telephone number furnished by the employee for all purposes.

8.05 (a) An application for transfer system will be established. Under such a system, any nurse will be able to fill out an appropriate form indicating her interest in working elsewhere in the Hospital, and the nurse's name shall be considered when a permanent vacancy occurs. A nurse shall renew her application once annually to indicate her continuing interest in working elsewhere in the Hospital.

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

vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days.

These notices shall be posted on the staff bulletin board in a conspicuous place, so that any interested nurse may apply. A copy of all such postings shall be given to the local President of the Association.

- (c) In all cases of transfer or promotion within the bargaining unit, the following factors shall be considered:

- (a) ability, experience and performance;

- (b) seniority.

Where the qualifications of factor (a) are relatively equal, factor (b) shall govern.

Where seniority governs, the most senior applicant regardless of her ONA bargaining unit 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) days 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.

A list of vacancies filled in the preceding month under Article 8.05 and the names of the successful applicants, will be posted, with a copy provided to the Local 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.

- (d) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to regular part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question. If the temporary vacancy is not filled by a regular part-time nurse, consideration will be given to casual part-time nurses in the bargaining unit on the basis of seniority, who are qualified to perform the work in question, prior to utilizing non-bargaining unit nurses supplied by an agency or registry.

It is understood, however, that where such vacancies occur on short notice, failure to offer part-time nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time nurses fill temporary full-time vacancies, such nurses shall be considered regular part-time and shall be covered by the terms of the part-time collective agreement. Upon completion of the temporary vacancy, such nurse shall be reinstated in her former position unless the position has been discontinued, in which case she shall be given a comparable job.

- 8.06
- (a) A "layoff" shall include a reduction in a nurse's hours of work, cancellation of all or part of a nurse's scheduled shift and a displacement of a nurse from her or his area of assignment.
  - (b) A "short-term layoff" shall mean
    - i) a layoff resulting from a planned temporary closure of any part of the Hospital's facilities during all or part of the months of July and August (a "summer shutdown") or during the period between December 15th and January 15th inclusive (a "Christmas shutdown");
    - ii) a layoff resulting from an emergency which is not anticipated to exceed 30 calendar days.
  - (c) An "intermediate layoff" shall mean
    - i) a layoff resulting from a planned temporary closure, not anticipated to exceed six months in length, of any part of the Hospital's facilities for the purpose of construction or renovation;
    - ii) any other temporary layoff which is not anticipated to exceed three months in length.
  - (d) A "long-term layoff" shall mean any layoff which is neither a short-term nor an intermediate layoff.
  - (e) The Hospital shall provide the local Association with no less than 90 calendar days' notice of a summer shutdown, with reasonable notice of any other short-term layoff, and with no less than 30 calendar days' notice of an intermediate layoff. Notice shall not be required in the

case of a cancellation of all or part of a single scheduled shift, provided that Article 10.07 has been complied with. In giving such notice, the Hospital will indicate to the local Association the reasons causing the layoff and the anticipated duration of the layoff, and will identify the nurses likely to be affected. If requested, the Hospital will meet with the local Association to review the effect on nurses in the bargaining unit.

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

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

8.07

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

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

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



- (b) **A nurse who has been notified of an intermediate layoff may**
  - i) accept the layoff; or
  - ii) opt to retire if eligible under the terms of the Hospital's pension plan as outlined in Article 14.04; or
  - iii) elect to transfer to a vacant position, provided she or he ~~is~~ qualified to perform the available work; or
  - iv) displace the least senior nurse in the bargaining unit whose work she or he is qualified to perform.
- (c) **A nurse who has been notified of a long-term layoff may**
  - i) accept the layoff; or
  - ii) opt to retire if eligible under the terms of the Hospital's pension plan **as** outlined in Article 14.04; or
  - iii) elect to transfer to a vacant position provided that she or he is qualified to perform the available work; or
  - iv) displace another nurse in any classification who has lesser bargaining unit seniority and whose work the nurse subject to layoff is qualified to perform.
- (d) **In all cases of layoff:**
  - i) Any agreement between the Hospital and the Association concerning the method of implementation of a layoff shall take precedence over the terms of this article. The unavailability of a representative of the Association shall not delay any meeting regarding layoffs or staff reductions.
  - ii) Where a vacancy occurs in a position following a layoff hereunder as a result of which a nurse has been transferred to another position, the affected nurse will be offered the opportunity to return to her or his former position providing such vacancy occurs within six (6) months of the date of layoff. Where the nurse returns to her or his former position there shall be ~~no~~ obligation to consider the vacancy under Article 8.05. Where the nurse refuses the opportunity to return to her or his former position the nurse shall advise the Hospital in writing.

- iii) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Association.
- iv) **All** regular part-time and full-time nurses represented by the Association who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new nurse is hired into either category.
- v) Full-time and part-time layoff and recall rights shall be separate.
- vi) Casual part-time nurses shall not be utilized while full-time or regular part-time nurses remain on layoff, unless the provisions of Article 8.08 have been complied with.
- vii) No new nurses shall be hired until all those nurses who retain the right to be recalled have been given an opportunity to return to work.
- viii) In this Article (8.07), a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.

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

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

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

## 8.09

- (a) A nurse who is transferred to a position outside of the bargaining unit for a period of not more than one (1) year shall, subject to (d) below, retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.
- (b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) In the case of nurses who are employed by the Hospital in a position outside of the bargaining unit as at May 1, 1994, such nurses shall be credited with seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit if such return occurs prior to April 30, 1997.

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

It is understood that service for purpose of vacation entitlement will include time spent while Employed by the Hospital outside of the bargaining unit.

- 8.10 **A** nurse's full seniority and service shall be retained by a nurse in the event that she is transferred from full-time to 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. In the case of a nurse whose status is changed from part-time to full-time, she shall receive credit for seniority and service on the basis of one (1) year of seniority or service for each 1500 hours worked since January 1, 1976. Any hours worked in excess of the equivalent shall be carried over by the nurse at the time of transfer, and she shall continue to accumulate seniority and service in this manner until she reaches the next equivalent.

- 8.11
  - (a) 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 the regular part-time nurses in the bargaining unit on the basis of seniority, who are qualified to **perform** the work in question. If the temporary vacancy is not filled by a regular part-time nurse, consideration will **be** given to casual part-time nurse in the bargaining unit on the basis of seniority who are qualified to perform the work in question, prior to utilizing non-bargaining nurses supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time nurses fill temporary full-time vacancies, such nurses shall be considered regular part-time and shall be covered by the terms of the part-time Collective Agreement. Upon completion of the temporary vacancy, the Hospital will return the replacing nurse to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
  - (b) 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.

- 12
- (a) Nurses who are in supervisory positions excluded from the bargaining unit shall not perform duties normally performed by nurses in the bargaining unit which shall directly cause or result in a layoff, loss of seniority or service or reduction in benefits to nurses in the bargaining unit.
  - (b) The Hospital shall not contract out the work of a usually performed by members of this bargaining unit nurse, if as a result of such contracting out, any bargaining unit nurse other than a casual part-time nurse is laid off, displaced or loses hours of work or pay. a layoff of any employees follows. Prior to contracting out any available work, the Hospital will first offer the work on the basis of seniority to regular part-time nurses in the bargaining unit. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry nurses for single shift coverage of vacancies due to illness or leaves of absence.

#### ARTICLE 9 - LEAVE OF ABSENCE

- 9.01 Written requests for personal/general leave(s) of absence without loss of seniority for good and sufficient cause shall be considered on an individual basis by the Vice-president of Patient Services or her designate. This leave(s) may not exceed a period of six (6) consecutive months. Such requests are to be given as far in advance as possible and a written reply will be given within twenty-one (21) days, except in cases of emergency, where a reply will be given as soon as possible. The Hospital may grant a leave of absence with or without pay to a nurse for educational or professional purposes. Such leaves shall not be unreasonably denied.
- 9.02 If a full-time nurse's absence without pay from the Hospital including absences under Article 15 and 16, exceeds thirty (30) continuous calendar days the nurse will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the nurse will become responsible for full payment of any subsidized employee benefits in which she or he is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a nurse may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage.

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

Notwithstanding this provision, seniority and service will accrue and the Hospital will continue to pay the premiums for benefit plans for nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave under Article 9.03 and for a period of up to eighteen (18) weeks while a nurse is on parental leave under Article 9.03. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to thirty-five (35) weeks while such nurse is on a parental leave under Article 9.03.

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

NOTE 2: This clause shall be interpreted in a manner consistent with the Ontario Human Rights code.

#### 9.03

##### (i) Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. A nurse who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months duration inclusive of any parental leave.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her 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 8.01 to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) The Hospital may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) Effective April 1, 1991 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

(ii) Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article 9.03 is eligible to be granted a parental leave of up to eighteen (18) weeks duration, in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave who is the natural father or ~~is~~ an adoptive parent may extend the parental leave for a period of up to twelve (12) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her 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 8.01 to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) Effective April 1, 1991 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who ~~is~~ on parental leave ~~as~~ provided under this Agreement who has applied for and is in receipt of Unemployment Insurance



parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of ten (10) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

9.04 (Articles 9.04 - 9.07 apply to Full-time Nurses Only)

Sick Leave - Sick leave shall be defined as the period of time an employee is permitted to be absent from work with full pay by virtue of being ill, disabled, exposed to contagious disease or because of an accident for which compensation is not payable under the Workers' Compensation Act. Sick leave is to be taken only for the above reasons and any illness exceeding three (3) days shall require a medical certificate.

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

9.05 Amount of Sick Leave - All full-time regular employees shall be granted sick leave on the basis of one and one-half (1½) days for every month of service upon completion of their probationary period. Sick leave may be accumulated from year to year to a maximum of one hundred and twenty (120) days, retroactive to the date of last hire.

A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefits she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under sick leave. Payment will be

provided only if the nurse provides evidence of disability satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of 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 sick leave plan. Any payment under this provision will continue for a maximum of the sick leave credits in her/his bank.

9.06 When a nurse has completed two **(2)** or more hours of her regularly scheduled tour prior to going on sick leave benefits or Workers' Compensation Benefits, she shall be paid for the balance of the tour at her regular straight time hourly rate. This provision will not disentitle the nurse to holiday pay as provided in 13.01 (c) if she otherwise qualifies.

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

9.08 A nurse who transfers from full-time to part-time shall retain her accumulated sick leave credits for subsequent full-time employment provided there is no break in the employment relationship.

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

9.09 (a) Leave for Association Business

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

(b) Leave of Absence for Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as she may require to fulfil the duties of her position. Reasonable notice - sufficient to adequately allow the Hospital to minimize disruption of its services shall be given to the Hospital for such leave of absence. 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 9.09 (a) 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 costs of such salary and applicable benefits.

- (c) Leave of absence for the President of the Ontario Nurses' Association  
Upon application in writing by the Association on behalf of the nurse to the Hospital, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to three (3) consecutive years. Notwithstanding Article 9.02, there shall be no loss of service or seniority for a full-time nurse during such leave of absence. There shall be no loss of service or seniority for a part-time nurse during such leave of absence.

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Hospital and the Association agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Hospital of her or his intention to return to work at least two (2) weeks prior to the date of such return.

- 9.10 Professional leave with pay will be granted to full-time nurses who are elected to the College of Nurses or the Registered Nurses' Association of Ontario to attend regularly scheduled meetings of the College of Nurses or the Registered Nurses' Association of Ontario.

9.11

Prepaid Leave

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

(a) Purpose

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) Application

The nurse must make written application to the Assistant Administrator, Patient Services at least six (6) months prior the intended commencement date of the program (ie; the salary deferral portion), stating the intended purpose of the leave.

Written applications will be reviewed by the Assistant Administrator, Patient Services 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.

## (c) Five (5%) percent of the nurses in each of the bargaining units may be on leave at any one time.

(d) Plan Year

The year for purposes of the program shall be September 1st of one year to August 31st the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Association and the Hospital.

(e) Deferral Plan

During the four (4) years of salary deferral, twenty (20%) percent 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.

(9) Deferred Earnings

The manner in which the deferred salary is held shall be at the discretion of the Hospital.

- (g) All deferred salary, plus 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) Health & Welfare Benefits

All benefits shall be kept whole during the four (4) years of salary deferral.

Full-Time Employees Only

Nurses will be allowed to participate in health and welfare benefit plans during the year of the leave, but the full cost of such plans will be borne by the nurse. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan.

Notwithstanding the above, nurses will not be eligible to participate in the disability income plan during the year of the plan.

(i) Seniority and Service

During the year of the leave, seniority shall continue to accumulate. Service for the purposes of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave.

(j) Withdrawal Rights

A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given the Assistant Administrator, Patient Services. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.

(k) On Leaving Employment

If the nurse resigns prior to the commencement of the leave, 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.

(l) Replacement Employees

The Hospital will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the nurse as much reasonable 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.

(m) Assignment on Return

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.

(n) Nature of Final Agreement

Final approval for entry into the prepaid 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 prepaid leave program in accordance with Article 9.1 ■(FT) and 9.05 (PT) 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 prepaid leave program will be appended to form part of the written agreement.

9.12 Secondments

A nurse who is seconded from the Hospital to a bipartite or tripartite committee/position involving the Health Sector or the Broader Public Sector shall be granted a leave of absence without pay for a period of up to five (5) years. Notwithstanding Article 9.02 there shall be no loss of seniority or service during such leave. Subject to the agreement of the agency to which the nurse is seconded, the nurse's salary and applicable benefits shall be maintained by the hospital and the hospital shall be reimbursed for the full cost of salary and applicable benefits by the agency to which the nurse is

seconded. The nurse agrees to notify the Hospital of her or his intention to return to work at least two **(2)** weeks prior to the date of such return.

## ARTICLE 10 - HOURS OF WORK

### 10.01 (a) Full-time Nurses Only

The normal tour shall be composed of seven and one-half (7½) or eleven and one-quarter (11¼) consecutive hours exclusive of an unpaid meal period with the normal pay period composed of seventy-five (75) hours which is equalized over a four **(4)** week or one hundred and fifty (150) hours work schedule. It is understood, however, that this shall not be construed to be a guarantee as to the hours of work per day nor as to the hours of work nor as a guarantee of working schedules nor can the Hospital guarantee that it will schedule one hundred and fifty (150) hours over such four **(4)** week period.

### (b) Part-time Nurses Only

The normal tour shall be composed of seven and one-half (7½) or eleven and one-quarter (11¼) consecutive hours exclusive of an unpaid meal period.

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

It is recognized that at the change of tour there will normally be time required for reporting. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for purpose of payment.

- 10.02 i) Where a nurse has worked and accumulated approved hours for which she or he is entitled to be paid premium pay (other than hours relating to working on paid holidays) such nurse shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e., where the applicable rate is time and one-half (1-1/2) then time off shall be at time and one-half (1-1/2). Such time off shall not accumulate in excess of 22.5 hours and must be taken within ~~sixty~~ (60) calendar days of accrual. Such time off to be scheduled at a mutually agreeable time.

Full-time nurses working on a scheduled day off shall be paid for at the rate of time and one-half (1½) the nurse's regular straight time hourly rate of pay for all hours worked.

A part-time nurse who works in excess of seventy-five (75) hours a two (2) week period shall receive time and one-half (~~1~~<sup>1</sup>/<sub>2</sub>) her regular straight time hourly rate for all hours worked in excess of seventy-five (75).

- ii) Nurses who work outside a normal tour, shall, after two (2) hours, receive a one-half (<sup>1</sup>/<sub>2</sub>) hour paid rest period and shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the hot meal.
- iii) A nurse shall receive premium pay for all time worked during the meal and/or rest periods.
- iv) A nurse who 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~~<sup>1</sup>/<sub>2</sub>) her regular straight time hourly rate as a result of work scheduled by the Hospital, to which a premium is attached under scheduling regulations, 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.
- (v) Four Hour Tours (Part-time Nurses Only)
  - (a) A four (4) hour tour will consist of four (4) paid hours which shall be inclusive of one (1) fifteen (15) minute paid meal break.
  - (b) Premium Pay  
  
For four (4) hour tour purposes, the applicable overtime premium will be paid for all authorized work performed in excess of four (4) hours.

10.03 (a) "Regular straight time hourly rate" means the product of full-time nurse's monthly salary multiplied by 12 and divided by 1950.

(b) (Part-time nurses)

"Regular straight time hourly rate" means the product of the applicable full-time nurse's monthly salary multiplied by twelve and divided by 1950 plus thirteen percent (13%). For employees who are members of the Pension Plan - nine percent (9%).

10.04 (a) Effective April 1, 1991, a nurse shall be paid a shift premium of one dollar (\$1.00) per hour for each hour worked between 1500 hours and 2330 hours and one dollar and twenty-five cents (\$1.25) for each hour worked between 2300 hours and 0730 hours 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.

- (b) Effective April 1, 1991, a nurse shall be paid a weekend premium of one dollar and thirty-five cents (\$1.35) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday. If a nurse is receiving premium pay pursuant to 18.01 (b) (FT) and 17.04 (PT) with respect to consecutive weekends worked, she will not receive weekend premium under this provision.

10.05 **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, only if her regular duties are not available.

10.06 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 10.02. 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.

- 10.07 It shall be the responsibility of the nurse to consult posted work schedule? 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 personal attention of the full-time nurse within forty-eight **(48)** hours and within twelve (12) hours of the part-time nurses, save and except for Paediatrics, Special Care Nursery, and Overnights, where three (3) hours notice must be given.

Failure to comply with giving such notice will result in the Hospital paying time and one-half (1%) of the nurse's regular straight time hourly rate for all hours worked on the first shift of her new schedule.

## ARTICLE III- DIRECT MONETARY COMPENSATION

### 11.01 Full-time Nurses Only

Employees who work the maximum hours provided by this Agreement (not including overtime, whether received by monetary or lieu time compensation) shall receive the monthly salary set out in Appendix I hereto. (Employees who work less than the maximum hours shall have their monthly salary pro rated). Each registered staff nurse will be advanced from her present level to the next level set out in Appendix I, twelve **(12)** months after she was last advanced, (hereinafter called her "anniversary review date"). If a registered staff nurse's absence without pay from the Hospital exceeds thirty (30) continuous calendar days during such twelve (12) month period her anniversary review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

### 11.02 Part-time Nurses Only

- (a) Each regular part-time nurse will be advanced from her present level on the salary schedule to the next level on the salary schedule after 1500 hours of service **as** set out in Appendix II hereto.
- (b) Effective November 15, 1985, casual part-time nurses will be placed on the salary grid in accordance with their service, such service to be calculated in accordance with the seniority calculation set out in Article 8.02. Casual nurses will then advance on the grid in the same manner as regular part-time nurses.
- (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 her last advancement.

### 11.03 Rules Concerning Previous Experience Outside the Hospital

Claim for recent related clinical nursing experience, if any, shall be made in writing by the nurse at time of hiring. The nurse shall cooperate with the Hospital in providing verification of previous experience so that her recent related clinical nursing experience may be determined and evaluated during her probationary period. The Hospital shall continue its present practice of crediting one (1) year's service for every year of related clinical nursing experience up to a maximum of level 6 set out in paragraphs 11.01 and 11.02 hereof. Having established the recent related clinical nursing experience, it shall be applied from the date of hire.

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

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

### 11.04 (a) New Classification

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 determine the rate of pay for such new classification and notify the Local Association of the same. If the Association challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator, as the case may be) shall be based on the relationship established by comparison with other nursing classifications within the Hospital, having regard to the requirements of such classification.

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

## 11.05 Responsibility Allowance

- (a) Whenever a nurse is assigned the responsibilities of Team Leader or Senior Nurse, she shall be paid, effective April 1, 1991, premium of sixty cents (60¢) per hour in addition to her regular salary and applicable premium allowance.
- (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 one dollar and twenty cents (\$1.20) per hour, effective April 1, 1991, 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 nurses' salary grid which represents an increase in salary.

11.06 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 a part-time nurse will assume her same level on the regular part-time grid. In addition, a nurse who is so transferred will be given credit for service accumulated since date of her last advancement.

## ARTICLE 12 - EARNED VACATION

(Articles 12.01 - 12.03 apply to Full-time Nurses Only)

- 12.01
- (a) All nurses shall be entitled to vacation with pay based on length of continuous service **as** of July 1st in any year as follows:
    - i) nurses who have less than one year of continuous service **shall** be entitled to a vacation with pay at their regular rate of 1.25 days (9.375 hours for nurses who work the 11.25 hour tour) for each completed month of service not to exceed fifteen (15) working days.
    - ii) Nurses who have completed one or more years of continuous service but less than three (3) years of continuous service shall receive an annual vacation of three weeks with pay (112.5 hours' pay for nurses working the 11.25 hour tour) at their regular rate.

- iii) Nurses who have completed more than three years of continuous service shall receive an annual vacation of four weeks with pay (150 hours' pay for nurses working the 11.25 hour tour) at their regular rate.
  - iv) A nurse who has completed fifteen (15) years of continuous service with the Hospital will be entitled to five (5) weeks (187.5 hours' pay for nurses working the 11.25 hour tour) vacation with pay.
  - v) Effective in the vacation year of 1989, nurses who have completed twenty-five (25) years or more of continuous service with the Hospital as of July 1, 1989, will be entitled to six (6) weeks (225.0 hours' pay for nurses working the 11.25 hour tour) vacation with pay.
- (b) If a nurse works or receives paid leave for less than 1525 hours in the vacation year, her vacation entitlement with pay will be pro rated on the following basis:
- 1.25 days per month for a 3 week or less than a three week entitlement.
  - 1.67 days per month for a four week entitlement.
  - 2.08 days per month for a five week entitlement.
  - 2.5 days per month for a six week entitlement.
- paid leave for the purposes of this clause will include hours paid by Workers' Compensation.
- (c) A nurse who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which is accrued to her date of separation unless she leaves without giving two (2) weeks' notice of termination in which case she shall be entitled to the vacation pay calculated in accordance with the provisions of the Employment Standards Act, 1974.
  - (d) It is understood and agreed that the Hospital will give consideration to the full-time nurse's preference as to the timing of vacations. In the event of a conflict between nurses, the Hospital will, to the extent possible, apply the principle of seniority. The Hospital, however, must reserve the right to the final decision as to the scheduling of vacations. Vacation quotas shall be reasonable.

12.02 For the purpose of vacation entitlement, service for those nurses whose status is changed from full-time to part-time and vice versa, shall mean the

combined service as a full-time and part-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.

For the purpose of this Article, service for a part-time nurse will date not farther back than January 1, 1976.

- 12.03
- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
  - (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
  - (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
  - (d) Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave in accordance with Article 15.01.
  - (e) The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

(Articles 12.04 - 12.07 apply to Part-time Nurses Only)

- 12.04
- (a) All part-time nurses shall earn vacation pay from April 1st to March 31st of the following year. Vacation pay will be paid on the last pay cheque in March of each year. Vacation pay will be in accordance with the following:
    - i) Part-time nurses who have completed less than three (3) years of continuous service shall receive six (6%) percent of their previous year's gross salary.
    - ii) nurses who have completed more than three (3) years of continuous service shall receive eight (8%) percent of their gross salary of the previous year's earnings.
    - iii) Nurses who have completed more than fifteen (15) years of continuous service will receive ten (10%) percent of their gross earnings during the previous year.

- iv) Nurses who have completed more than twenty-five (25) years of continuous service will receive twelve (12%) percent of their gross earnings during the previous year.

12.05 For the purposes of vacation entitlement, service for those nurses whose status is changed from full-time to part-time and vice versa, shall mean the combined service of the full-time and part-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.

For the purpose of this Article, service for a part-time nurse will date not farther back than January 1, 1976.

12.06 A nurse who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which is accrued to her date of separation unless she leaves without giving two (2) weeks' notice of termination, in which case she shall be entitled to the vacation pay calculated in accordance with the provisions of the Employment Standards Act, 1974.

12.07 It is understood and agreed that the Hospital will give consideration to the regular part-time nurse's preference as to the timing of vacations. In the event of a conflict between regular part-time nurses, the Hospital will, to the extent possible, apply the principle of seniority. The Hospital, however, must reserve the right to the final decision as to the scheduling of vacations. Vacation quotas shall be reasonable.

### ARTICLE 13 - PAID HOLIDAYS

13.01 (a) The Hospital agrees to recognize the following days as designated holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
2nd Monday in June	
Heritage Day (as pro-claimed or 2nd Monday in February)	

(b) Nurses shall have the option of accumulating up to four (4) unpaid lieu days which may be taken by mutual agreement in one block or in single days or multiples thereof and attached to days off or to vacation.

## (Article 13.02 Applies to Full-time Nurses Only)

- 13.02 (a) 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.
- (b) 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 Workers' Compensation Benefits and the holiday pay.
- (c) An employee who is required to work on any of the above named holidays, will receive pay at the rate of time and one-half (1½) the employee's regular entitlement in addition to the regular day's pay.

## (Articles 13.03 - 13.05 Apply to Part-time Nurses Only)

- 13.03 (a) If a part-time nurse works on any of the above named holidays, she shall receive pay at the rate of time and one-half (1½) the nurse's regular entitlement, subject to the application of Article 10.02 (iv) regarding hours worked in addition to the full hour.

Note: The existing Collective Agreement prior to March 16, 1993, contains provisions relating to payment to nurses for holidays, whether worked or not, that exceed any payment required under the Employment Standards Act. Such provisions shall be continued. Payment of holiday pay under this Note applies only to nurses presently enjoying such payment. Nurses presently enjoying holiday pay pursuant to this note or otherwise as of March 16, 1993 will continue to enjoy such payment until they cease to be employed at the Hospital or until they transfer to a status to which this superior condition does not apply, whichever first occurs.

- 13.04 A nurse scheduled to work the weekend in conjunction with a paid holiday shall work the paid holiday if work is available. A nurse who is not scheduled



to work the weekend shall have the option of not working the paid holiday. Scheduling preference will be given to a nurse who is available to work the weekend in conjunction with the paid holiday.

13.05 The following language applies only to the part-time nurses who were employed at Etobicoke General Hospital prior to March 16, 1993:

- 1) If a regular part-time nurse does not work on any of the paid holidays as listed in Article 13.01 (a), she shall receive holiday pay if she works twelve (12) of the preceding twenty-eight (28) days.
- 2) If a casual part-time nurse works twelve (12) of the preceding twenty-eight (28) days prior to any of the paid holidays as listed in Article 13.01 (a), and works on a paid holiday as listed in Article 13.01 (a), she shall be paid at the rate of double time and one-half (2%) her regular straight time hourly rate for all hours worked on such holiday.
- 3) If a casual part-time nurse works on a paid holiday as listed in Article 13.01 (a), and has not worked twelve (12) of the preceding twenty-eight (28) days, she shall be paid at the rate of time and one-half (1%) her regular straight time hourly rate for all hours worked on such holiday.
- 4) If a casual part-time nurse does not work on a paid holiday as listed in Article 13.01 (a), she shall be paid holiday pay if she works twelve (12) of the preceding twenty-eight (28) days.
- 5) For nurses working the extended tours, the above days shall be pro rated into hours.

#### ARTICLE 14 - EARNED BENEFITS (Full-time Nurses Only)

14.01 The Hospital agrees to contribute 100% of the billed premium under the Ontario Health Insurance Plan for each full time eligible nurse in the employ of the Hospital.

14.02 Effective April 1, 1989, the Hospital agrees to contribute 100% of the billed premium under the Confederation Life Insurance of Canada and seventy-five (75%) percent of the billed premium of the Long Term Disability Plan for each eligible nurse in the employ of the Hospital, subject to the terms and conditions of such Plan. Such insurance shall include benefits for accidental death and dismemberment in the principle amount equal to the amount of group life insurance to which the nurse is entitled.

14.03 The Hospital agrees to contribute on behalf of each eligible nurse in the Hospital seventy-five (75%) percent of the billed premium under the Standard Extended Health Care Benefits with \$15.00 (single) and \$25.00

(family) deductible, subject to the terms and conditions of such Plan, and subject to the carrier's requirements as to minimum enrolment, provided the balance of the monthly premium is paid by the nurse through payroll deduction. In addition to standard benefits, coverage will include hearing aids (maximum \$300.00 - person) and vision care (maximum \$60.00 every 24 months).

- 14.04 Nurses shall enrol in the Hospitals of Ontario Pension Plan ("HOOPP") in accordance with the provisions and requirements of the Plan.
- 14.05 The Hospital agrees to contribute (100%) of the billed premium for Semi-private coverage on behalf of each eligible nurse in the employ of the Hospital.
- 14.06 Eligible nurses in the bargaining unit, who have so elected, shall be entitled to participate in the Group Dental Plan (Blue Cross #9 - or its equivalent) based on the current O.D.A. fee schedule as that schedule is amended from time to time, subject to the terms and conditions of the Plan; the Hospital shall contribute seventy-five percent (75%) of the billed premium towards coverage of eligible participating nurses under the Plan in the employment of the Hospital, and such nurses shall pay the remaining premium through payroll deduction.
- 14.07 The Hospital agrees to make available a voluntary Life Insurance Plan through Confederation Life which will be paid in full by the nurse, effective April 1, 1982.
- 14.08 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 in a reasonable period of time prior to implementing a change in carrier.
- 14.09 The **Hospital** shall continue to pay the premiums for benefit plans for nurses who are on paid leave of absence, Workers' Compensation, or at any time when salary **is** received. Nurses who **are** on layoff may continue to participate in benefit plans, at their request, provided that they make arrangements for payment and provided also that the layoff does not exceed one year.
- 14.10 The Hospital agrees to continue its share of the premiums for Health and Welfare Benefits under Article 14, as applicable, while a nurse is on sick leave (including the Unemployment Insurance Period) or on Long Term Disability to a maximum of 30 months from the time the absence commenced.

- 14.11 For purposes of health and welfare benefits under Article 14, dependent coverage is available to the nurse, to cover her or his same sex partner and their dependents, in accordance with the terms and conditions of the plans
- 14.12 The parties agree to review the work of the Central Benefits Review Subcommittee.

#### ARTICLE 15 - BEREAVEMENT LEAVE

- 15.01 A 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. "Spouse" for the purposes of bereavement leave will include a partner of the same sex. Where a nurse does not qualify under the above-noted conditions, the Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay.

A nurse will be allowed one (1) calendar day off without loss of pay in order to attend the funeral of her niece or nephew, aunt or uncle.

In extenuating circumstances where travel or other time is required, additional unpaid leave of absence may be granted.

Where a nurses scheduled vacation is interrupted due to a bereavement the nurse shall be entitled to bereavement leave.

#### ARTICLE 16 -JURY DUTY

- 16.01 If a nurse is required to serve as a juror in any Court of Law or required by subpoena to attend a Court of Law, or a Coroner's Inquest in connection with a case arising from her duties at the Hospital, or when subpoenaed as a Crown Witness, she shall not lose her regular pay because of such attendance and shall not be required to work any shift on the day of such duty, provided that she:

(1) notifies the Hospital immediately upon her notification that she will be required to attend Court;

(2) presents proof of service requiring her attendance; and

- (3) promptly repays the amount other than expenses (i.e. mileage travelling and meal allowances) paid to her for such service or attendance to the Hospital.

It is understood that such paid leave applies to any scheduled 'night shifts immediately prior to a day of jury duty.

#### ARTICLE 17 - TRANSPORTATION

- 17.01 When a nurse is called back to work outside of her normal scheduled working hours or is required to report on or off work between the hours of 2400 - 0600 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 (\$14.00) dollars for each trip. The nurse shall provide proof of payment of such taxi fare.

#### ARTICLE 18 - SCHEDULING REGULATIONS (Full-time Nurses)

- 18.01 (a) i) The regular daily tours of duty of a nurse shall average five per seven calendar days over the Hospital's nursing schedules, and nurses will not ~~be~~ scheduled to work more than seven (7) consecutive tours.
- ii) Nurses on the eleven and onequarter (11¼) hour tours will be asked to work no more than four (4) consecutive days, except by mutual consent.
- (b) A nurse will receive at least one weekend off in two and will receive time and one-half (1½) her regular straight time hourly rate for all hours worked on a second consecutive and subsequent weekend 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 a result of an exchange of shifts with another nurse.
- (c) i) The schedule will be posted at least ~~two~~ (2) weeks in advance of going into effect and will cover at least a four (4) week period.
- ii) A nurse will be scheduled off at least four (4) tours in any two week period of which two tours will be consecutive.

- iii) Requests for specific days off are to be submitted in writing at least two **(2)** weeks in advance of posting.
- (d) Requests 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. It is understood that such tour of duty initiated by the nurse and duly initialled by the nurse and approved by the Hospital shall not result in overtime payment to any of the nurses affected by such change.
- (e) Where nurses are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work in a daily tour shall be adjusted accordingly.
- (9)** At least two **(2)** consecutive shifts off shall be scheduled between shifts, and at least forty-eight **(48)** hours' time shall be scheduled following night duty. A shorter period of time between changes of shift may be agreed upon by mutual consent.
- (g) Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day, and time off at New Year's shall include New Year's Eve and New Year's Day. Nurses shall receive Christmas or New Year's off on a rotational basis and may be allowed to exchange tours of duty if such change is deemed by the Hospital not to interfere with the continuance of efficient operation. A nurse may waive her right to have time off at the Christmas or New Year's period, and to have time off scheduled at another mutually agreed to time in accordance with Article 13.01 (c). The Hospital shall schedule at least five (5) consecutive days off at Christmas or New Year's, save and except those nurses working in:
  - psychiatric partial hospitalization unit
  - out patient department - team leader
  - diabetic teaching nurse
  - coronary teaching nurse
  - operating room corridor nurse

and subject to investigation as determined:

  - radiology nurse
  - respiratory nurse
- (h) A weekend shall be defined as approximately fifty-six (56) consecutive hours off work. The fifty-six (56) consecutive hours will be contained within the period following the completion of the Friday shift until commencement of the Monday shift.

- (i) Fifty (50%) percent of the tours worked shall be on the day shift. This may be modified wherein eight (80%) percent of the nurses in a specific unit agree to a master rotation of more than fifty (50%) percent evening or night shift.
- (j)
  - i) Christmas schedules shall be posted no later than November 1st of each year. Requests, however, should be submitted by October 1st of each year.
  - ii) Nurses working extended tours will have the option where possible to work 7.5 hour tours over the Christmas schedule.
- (k) Nurses presently working two **(2)** out of three (3) shifts shall not be rotated through all three (3) shifts without their consent.

18.02 For nurses working the 7.5 hour tour, two (2) rest periods of fifteen (15) minutes will be granted during each tour and one (1) thirty (30) minute unpaid lunch period will be granted at a time designated by the Hospital. For nurses working the 11.25 hour tour, three (3) rest periods of fifteen (15) minutes will be granted during each tour, and a total forty-five **(45)** minutes of unpaid meal break will be granted at a time designated by the Hospital.

18.03 Notwithstanding the foregoing overtime will not be paid for additional hours worked during a twenty-four **(24)** hour period as a result of a change in tour at the request of a nurse or changeover to daylight saving from standard time and vice-versa or exchange of shifts by two (2) nurses.

Nurses shall be paid for actual hours worked at their regularly hourly rate of pay as a result of a changeover to daylight saving from standard time and vice versa.

#### ARTICLE 19 - SCHEDULING REGULATIONS ( REGULAR PART-TIME NURSES)

19.01 Regular part-time nurses will be scheduled in accordance with the following:

- (a) will be available to work two **(2)** days per week on average over 48 weeks in a calendar year;
- (b) nurses currently working permanent evenings or nights will not have their schedules changed unless by mutual agreement:
- (c) will be available for at least two (2) shifts, however, nurses will not be scheduled to change tours more than once per week:
- (d) will be available to work one (1) weekend in three (3);

- (e) will be available for at least four (4) designated holidays per year, one of which must be Christmas or New Year's. Christmas and New Year's will be scheduled on a rotational basis. Nurses will be scheduled off work for at least five (5) consecutive days at Christmas or New Year's unless by mutual agreement. Nurses scheduled to work Christmas or New Year's must be available to work December 24th, December 25th and December 26th or December 31st and January 1st.

Regular part-time nurses will be informed by November 1st of each year whether they are scheduled to work Christmas or New Year's and on what shift. Requests, however, should be submitted by October 1st of each year.

- (f) will have at least twelve (12) consecutive hours off between scheduled tours;
- (g) will not be scheduled to work more than four **(4)** consecutive tours unless by mutual agreement;
- (h) the schedule will be posted at least two (2) weeks in advance of going into effect and will cover a four **(4)** week period. Schedules will be accessible to nurses on a twenty-four **(24)** hour basis.
- (i) requests for specific days off are to be submitted in writing at least ~~two~~ (2) weeks in advance of posting.
- (j) requests 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. It is understood that such tour of duty initiated by the nurse and duly initialled by the nurse and approved by the Hospital shall not result in overtime payment to any of the nurses affected by such change;
- (k) where nurses are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work in a daily tour shall be adjusted accordingly.
- (l) a weekend shall be defined as approximately fifty- six consecutive hours off work. The fifty-six hours will be contained within the period following the completion of the Friday shift until the commencement of the Monday shift.
- (m) Available shifts for regular part-time nurses shall be scheduled on an equitable basis within their nursing unit. Additional shifts shall be offered on a rotational basis, to regular part-time nurses within their nursing unit, based on seniority, provided availability lists are current, before being offered to job sharers then casual part-time nurses within

their nursing unit. Failing this, available shifts will be offered to regular part-time, job-sharers and casual part-time nurses in other nursing units.

- 19.02
- (a) **All** regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses utilized.
  - (b) When a regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the hospital will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:
    - i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the hospital;
    - ii) A tour will be deemed to be offered whenever a call is placed;
    - iii) It is understood that the hospital will not be required to offer tours which would result in overtime premium pay;
    - iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the hospital are made;
    - v) Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit, if to do so is accordance with existing hospital practice.

19.03 For nurses working the 7.5 hour tour, two (2) rest periods of fifteen (15) minutes will be granted during each tour and one (1) thirty (30) minute unpaid lunch period will be granted at a time designated by the Hospital. For nurses working the 11.25 hour tour, three (3) rest periods of fifteen (15) minutes will be granted during each tour, and forty-five **(45)** minutes of unpaid meal break will be granted at a time designated by the Hospital.

19.04 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four **(24)** hour period as a result of a change in tour at the request of a nurse, or changeover to daylight saving from standard time and vice-versa or exchange of shifts by two (2) nurses.

Nurses shall be paid for actual hours worked at their regular hourly rate of pay as a result of a changeover to daylight saving from standard time and vice versa.



19.05 A nurse will receive time and one-half (1½) her regular straight time hourly rate for all hours worked on a third (3rd) consecutive and subsequent weekend, 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.

19.06 A regular part-time nurse who fails to meet the aforementioned commitment more than three (3) times in a calendar year will be reverted to the status of a casual part-time nurse.

It is understood and agreed that illness or any approved leave of absence will not be considered as a failure to meet the commitment given to the Hospital.

The Hospital further agrees that if the commitment of a regular part-time nurse is not met for other legitimate reasons, such extraordinary circumstances will be considered on an individual basis.

19.07 A system shall be established, whereby part-time nurses may indicate their preference for availability to work. It is understood and agreed that the Hospital shall not arbitrarily schedule nurses to work without consideration of their preference.

## **ARTICLE 20 - CALL BACK**

20.01 A nurse who has left the Hospital premises and who is called in to work outside her regularly scheduled hours shall be paid at the rate of time and one-half (1½) her regular straight time rate of pay for all work performed with a minimum of four (4) hours pay at one and one-half (1½) times her regular straight time rate, whichever is the greater, provided she has completed her previously scheduled shift and except to the extent that her call back period overlaps and extends into her regular shift in which case she shall receive premium pay only for the hours actually worked prior to the commencement of her regular shift.

## **ARTICLE 21 - STANDBY DUTY**

21.01 A nurse who is required to remain available for duty on standby at any time outside of the scheduled working hours for that particular nurse shall receive two dollars and fifty cents (\$2.50) for each hour of standby duty effective

April 1, 1991. If a nurse is called back to work while on standby duty, the provisions expressed in Article 19.01 shall apply. Effective April 1, 1991, the nurse will be paid \$3.00 per hour for paid holidays.

- 21.02 When a nurse is required to stand by on a paid holiday and is called in to work, she shall be paid at the rate of two (2) times her regular straight time hourly rate with a guaranteed minimum of four (4) hours at time and one-half (1½) her regular straight time hourly rate, whichever is greater.

## ARTICLE 22 - ORIENTATION AND IN SERVICE

- 22.01 The Hospital in its aim to provide highest quality patient care, recognizes the need to provide programmes to assist nurses in their professional growth. In order to meet that need, a programme of initial orientation, based on a nurse's individual needs, and an ongoing in-service education programme shall be carried forth and maintained.
- 22.02 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.
- 22.03 Both the Hospital and the Association recognize the joint responsibility and commitment to provide, and 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,
- 22.04 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.
- 22.05 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 in 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.

## 22.06 Responsibility for Students

- i) 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.
- ii) Any information that is provided to the hospitals 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.

## 22.07 Technological Change

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 provision of Article 8.06 will apply.

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

22.08 Nurses who displace other nurses in the event of a long-term layoff, nurses recalled from layoff, nurses whose probationary period has been extended under Article 8.01, and nurses who are transferred on a permanent basis may be provided any orientation determined necessary by the Hospital for the purposes of allowing the nurse to assume satisfactorily the duties of such position. A request by such a nurse for orientation shall not be unreasonably denied.

## ARTICLE 23 - PROFESSIONAL RESPONSIBILITY

23.01 In the event that the Employer 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 Nursing Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Nursing Committee shall convene a meeting of the Nursing 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 Nursing Committee, the complaint shall be forwarded to an Independent Assessment Committee, composed of three (3) registered nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Hospital, and one (1) 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 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 decisions it finds appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.
- iv) It is understood and agreed that representatives of the Ontario Nurses' Association, including the Employment Relations Officer and the Nursing Practice Officer, may attend meetings held between the Hospital and the Association under this provision.
- v) Any complaint lodged under this provision shall be on the form set out in Appendix 3.
- (b) i) The list of Chairpersons (Assessment Committee) is attached to and forms part of this Agreement.

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 alphabetical 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.

#### ARTICLE 24 - BULLETIN BOARDS

- 24.01 The Hospital agrees to make available to the Association for the posting of Association notices, a Bulletin Board in a suitable place to inform employees in the bargaining unit of the activities of the Association. It is agreed that no Association notice will be posted on the Bulletin Board without prior approval of the Director of Personnel of the Hospital, which approval will not be unreasonably withheld.

#### ARTICLE 25 - ASSOCIATION CONTRACTS

- 25.01 A copy of this contract in booklet form will be printed, paid for by the Hospital and the Association equally and issued by the Hospital to all nurses now employed and as employed.

#### ARTICLE 26 - JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE

- 26.01
  - (a) The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement or the employee/employer a Joint Occupational Health and Safety Committee or negotiations with the Association.
  - (b) A Joint Occupational Health and Safety Committee shall be established which is composed of an equal number of employee and employer representatives, but with a minimum of one (1) representative selected or appointed by the Association.
  - (c) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its function.
  - (d) Meetings shall be held in accordance with the legislation 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.

- (e) A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper. Ref.: Occupational Health and Safety Act, Sec. 9 (36) "[This provision] does not apply with respect to workers who are paid by the Agency for the time spent fulfilling the requirements for becoming certified". Ref: Sec 9 (37).
- (9) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician the pregnancy may be at risk. If a transfer is not feasible, the pregnant employee, if he so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.
- (g) 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.
- (h) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for representatives to perform these duties shall be granted.

A member of a committee is entitled to,

- (a) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- (b) such time as is necessary to attend meetings of the committee; and
- (c) such time as is necessary to carry out [inspections and investigations under subsection 9 (26), 9 (27), and 9 (31) of the Act.] ref: Occupational Health and Safety Act, Sec. 9 (34)

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

- (i) At least one of the employees representing workers under the Occupational Health and Safety Act, who are trained to be certified workers as defined under the Act, shall be from the Association. The parties agree that it will not be a breach of this provision if only one employee representing workers is trained to be a certified worker and such employee is not from the Association provided that the next employee representing workers trained to be a certified worker is from the Association.
- (j) (1) This section does not apply to a [nurse]
  - (a) when circumstances described below are inherent in the worker's work or is a normal condition of the worker's employment; or
  - (b) when the worker's refusal to work would directly endanger the life, health or safety of another person".  
ref: Occupational Health and Safety Act, Sec. 43 (1)
- (2) A worker may refuse to work or do particular work where he or she has reason to believe that,
  - (a) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
  - (b) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or
  - (c) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such contravention is likely to endanger himself, herself or another worker". Ref: Occupational Health and Safety Act, Sec. 43 (3).

## ARTICLE 27 - HEALTH PROGRAMME

27.01 Medical examinations, re-examination and any tests required under the Public Hospitals' Act and the Workers' Compensation Act will be provided by the Hospital in compliance with the regulations. The nurse may choose her personal physician, at her own expense and time, for all such examinations, except the pre-employment medical, unless the Hospital has a specific objection to the physician selected.

- 27.02 Current provisions in Collective Agreements relating to the provision of x rays, laboratory work, immunization injections, gamma globulin and other programs shall be continued.

#### ARTICLE 28 - DURATION OF AGREEMENT

- 28.01 This Agreement shall continue in effect from April 1st, 1993 to March 31st, 1996 and shall continue automatically thereafter during annual periods of one (1) year, unless either party notifies the other, in writing, within ninety (90) days preceding the expiry of this Agreement, that it desires to amend or terminate this Agreement.

#### ARTICLE 29 - EXTENDED TOURS - Introduction and Discontinuation of Extended Tours. (Compressed Work Week).

- 29.01 A compressed work week shall be introduced into any unit when:
- i) eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
  - ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably or arbitrary manner.
- 29.02 A compressed work week may be discontinued in any unit when:
- i) eighty percent (80%) of the nurses working extended tours in the unit so indicate by secret ballot; or
  - ii) the Hospital because of
    - (a) proven adverse effects on patient care,
    - (b) inability to provide a workable staffing schedule,
 states its intention to discontinue the compressed work week in the schedule.
- 29.03 When notice of discontinuation is given by either party in accordance with Clause 29.02 above, then:
- i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and



- ii) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

### ARTICLE 30 - JOB SHARING

30.01 The parties mutually agree to implement job sharing. The Hospital shall not arbitrarily or unreasonably refuse to implement job sharing.

1. Job Sharing requests with regard to full-time positions shall be considered on an individual basis.
2. Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) nurses and the Nursing Manager of the Unit. Job sharers shall not be requested to work any tours outside of the tours of the full-time position.
3. The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
4. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
5. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
6.
  - (a) Job sharers are not required to cover their partner during sick leave or vacation. Job sharers are not responsible for arranging coverage for their position during an absence.
  - (b) Where a job sharer is going to be absent, other part-time nurses shall be offered the addition tours.
7. All other provisions covering job sharing are contained in the Part-time Collective Agreement.
8. Implementation

The number of job sharing positions will be determined by the Nursing Manager.

Where the job sharing arrangement arises out of the filling of a vacant position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

9. An incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
10. If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to her former position. If she does not continue full-time, the position must be posted according to the Collective Agreement.

11. Discontinuation

Either party (the Hospital or the job sharing nurse) may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

## ARTICLE 31 - MODIFIED WORK

- 31.01 The Hospital will notify the President of the local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on LTD.

When it has been medically determined that an employee is unable to return to the full duties of her position and due to a disability, the Hospital will notify and meet with the staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.

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

## ARTICLE 32 - RATIONALIZATION

- 32.01 In the event of a rationalization or consolidation of any part of the services of the Hospital with those of another hospital or hospitals, the Hospital and the Association agree to implement the Guidelines for Employee Transfer Arrangements in Hospital Service Rationalization established by the Ontario Hospital Industry Labour Management Committee, to the extent possible within the terms of this collective agreement. In implementing the Guidelines the parties will be guided by the following:

- (a) the Hospital shall notify affected nurses and the Association as soon as a formal decision to rationalize is taken (ref: Guidelines, paragraph 2);
- (b) the Hospital and the Association shall begin discussions concerning the specifics of the rationalization forthwith after a decision to rationalize is taken (ref: Guidelines, paragraph 3);
- (c) as soon as possible in the course of developing a plan for the implementation of the rationalization the Hospital shall notify affected nurses and the Association of the projected staffing needs, and their location, which are anticipated to result (ref: Guidelines, paragraph 6); notice to affected nurses and the Association shall include the estimated number and types of positions anticipated to be available, and their location, as the result of the rationalization (ref: Guidelines, paragraph 7);
- (d) if services in the Hospital are to be reduced or eliminated as the result of a rationalization, or if the employment of nurses is otherwise to be affected, the Hospital shall prepare a list of the affected nurses in order of seniority by jobs for which it considers such nurses are eligible. This list will be updated to reflect any changes due to employees leaving or entering the unit (ref: Guidelines, paragraph 7);
- (e) if a rationalization is anticipated to result in a loss of employment for nurses at another hospital by reason of the establishment of a new unit or the enlargement or extension of services at the Hospital:
  - i) in the period before a rationalization takes place, where a permanent vacancy occurs and has not been filled after Article 10.06 has been complied with, the vacancy shall be filled by the senior qualified employee of the other hospital who wishes to make an early transfer. A nurse taking such a position shall be treated as a transferring employee and not as a new hire (ref: Guidelines, paragraph 5);
  - ii) when the rationalization takes place, and when nurses formerly employed by the other hospital or hospitals involved are transferred to the Hospital, such nurses shall maintain their seniority dates and shall be placed on seniority lists at the Hospital accordingly. Thereafter they shall exercise seniority rights in accordance with this agreement (ref: Guidelines, paragraph 13). Following implementation of the rationalization, no nurse who has been transferred to the Hospital shall suffer a reduction in wages. If the wage grid in effect at the Hospital does not correspond to the grid in effect at the hospital at which such nurses were formerly employed, nurses whose wages were not identical to a wage step on the Hospital's grid

shall be moved to the next higher step. Where the transferring nurse's salary exceeds the range maximum, the nurse's salary will be maintained (ref: Guidelines, paragraph 14);

- iii) nurses who have been transferred to the Hospital shall be subject to the benefit plans of the Hospital in the manner provided under the collective agreement. The retention, modification or abandonment of superior conditions and the provisions of sick leave plans, to which nurses who have been transferred to the Hospital were formerly subject, shall be negotiated between the Association and the Hospital. Nurses who have been transferred to the Hospital shall retain their former level of vacation entitlement or shall be entitled to the level provided by this agreement, whichever is the greater (ref: Guidelines, paragraph 15);
- iv) Hours of work shall be those of the Hospital (ref: Guidelines, paragraph 16);
- v) A nurse who has been transferred to the Hospital and who has not completed her or his probationary period at the hospital where she or he was formerly employed shall receive credit for her service during such probationary period, and shall complete the balance of the probationary period required by this agreement. No new probationary period shall be served by a nurse who has been transferred to the Hospital (ref: Guidelines, paragraph 17).

Dated at ~~Exton~~ Ontario, this 28<sup>th</sup> day of February, 1997

FOR THE EMPLOYER

*[Signature]*  
*Lynnda McCall*  
*H. B. Bingham*  
 \_\_\_\_\_

FOR THE ASSOCIATION

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

APPENDIX 1 - SALARY SCHEDULE

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

REGISTERED NURSE

	Effective <u>April 1, 1993</u>		Effective <u>Jan. 1, 1994</u>		Effective <u>Jan. 1, 1995</u>		Effective <u>Jan. 1, 1996</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
START	2778.75	17.10	2824.25	17.38	2869.75	17.66	2915.25	17.94
1 YR	2925.00	18.00	2970.50	18.28	3016.00	18.56	3061.50	18.84
2 YRS	3046.88	18.75	3092.38	19.03	3137.88	19.31	3183.38	19.59
3 YRS	3214.25	19.78	3259.75	20.06	3305.25	20.34	3350.75	20.62
4 YRS	3380.00	20.80	3425.50	21.08	3471.00	21.36	3516.50	21.64
5 YRS	3547.38	21.83	3592.88	22.11	3638.38	22.39	3683.88	22.67
6 YRS	3755.38	23.11	3800.88	23.39	3846.38	23.67	3891.88	23.95
7 YRS	3963.38	24.39	4008.88	24.67	4054.38	24.95	4099.88	25.23
8 YRS	4171.38	25.67	4216.88	25.95	4262.38	26.23	4307.88	26.51
9 YRS	4381.00	26.96	4426.50	27.24	4472.00	27.52	4517.50	27.80

- .02 Graduate nurses in the employ of the Hospital shall receive thirty-three (\$33.00) dollars below the starting salary, and upon presenting proof of current registration by the College of Nurses of Ontario, shall be given the salary of the Registered Staff Nurse as provided in the Article above, retroactive to the date of successfully passing the registration examination, or to the date of last hire, whichever is later.

Occupational Health Nurse shall be compensated in accordance with the following salary grid:

### OCCUPATIONAL HEALTH NURSE

	Effective <u>April 1, 1993</u>		Effective <u>Jan. 1, 1994</u>		Effective <u>Jan. 1, 1995</u>		Effective <u>Jan. 1, 1996</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
START	3775.04	23.23	3820.54	23.51	3866.04	23.79	3911.54	24.07
1 YR	3996.53	24.59	4042.03	24.87	4087.53	25.15	4133.03	25.43
2 YRS	4218.01	25.96	4263.51	26.24	4309.01	26.52	4354.51	26.80
3 YRS	4439.50	27.32	<b>4485.00</b>	<b>27.60</b>	4530.50	<b>27.88</b>	4576.00	28.16
4 YRS	4662.78	28.69	4708.28	28.97	4753.78	29.25	4799.28	29.53

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

### Retroactivity

Increases to the salary schedule shall be retroactive and apply to all employees in the bargaining unit as of April 1, 1993 on the basis of each hour paid to them from April 1, 1993 to the date the salary rates are increased. Such retroactive pay shall be paid out within three (3) pay periods (approximately six weeks) of the ratification of the parties. Any new employee hired since April 1, 1993 shall be entitled to a pro rata adjustment to their emuneration from the date of their employment. The Hospital shall be responsible to contact in writing, at their last known addresses any employees who have left the employment of the Hospital and/or the bargaining unit since April 1, 1993 to advise them of their entitlement to any retroactive adjustment within fifteen (15) days following the ratification of the parties. Such employees will have a period of thirty (30) days after the mailing of the notice in which to claim such adjustments, and not thereafter.

## LIST OF PROFESSIONAL RESPONSIBILITY-ASSESSMENT COMMITTEE- CHAIRPERSONS

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





April 1, 1991 - March 15, 1993:

Applicable straight time hourly rate + 14%.

Effective March 16, 1993,

Without Pension: Applicable straight time hourly rate + 13%

With Pension: Applicable straight time hourly rate + 9%

- (c) The hourly salary rates payable to a regular 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.

- II.2 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 retroactive to the date of successfully passing the certification examination or to the date of last hire whichever is later.

### Retroactivity

Increases to the salary schedule shall be retroactive and apply to all employees in the bargaining unit as of April 1, 1991 on the basis of each hour paid to them from April 1, 1991 to the date the salary rates are increased. Such retroactive pay shall be paid out within three (3) pay periods (approximately six weeks) of the ratification of the parties or the date of an arbitration award. Any new employee hired since April 1, 1991 shall be entitled to a pro rata adjustment to their remuneration from the date of their employment. The Hospital shall be responsible to contact in writing, at their last known addresses any employees who have left the employment of the Hospital and/or the bargaining unit since April 1, 1991 to advise them of their entitlement to any retroactive adjustment within fifteen (15) days following the ratification of the parties. Such employees will have a period of thirty (30) days after the mailing of the notice in which to claim such adjustments, and not thereafter.

- II.3 A nurse is required to present to the Director of Nursing or designate on or before February 15th of each year evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on nondisciplinary suspension without pay. If the nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the hospital will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.



**APPENDIX II - WAGES - REGULAR PART-TIME WAGE GRID**

- II.1 (a) The regular straight time hourly rates for all regular part-time nurses shall be as follows:

**Without Pension**

	APR. 1/93	JAN. 1/94	JAN. 1/95	JAN. 1/96
	<u>13% in lieu</u>	<u>13% in lieu</u>	<u>13% in lieu</u>	<u>13% in lieu</u>
START	19.32	19.64	19.96	20.27
1 YR	20.34	20.66	20.97	21.29
2 YRS	21.19	21.50	21.82	22.14
3 YRS	22.35	22.67	22.99	23.30
4 YRS	23.50	23.82	24.14	24.45
5 YRS	24.67	24.99	25.30	25.62
6 YRS	26.12	26.43	26.75	27.06
7 YRS	27.56	27.88	28.19	28.51
8 YRS	29.01	29.32	29.64	29.96
9 YRS	30.47	30.78	31.10	31.41

**With Pension**

	APR. 1/93	JAN. 1/94	JAN. 1/95	JAN. 1/96
	<u>9% in lieu</u>	<u>9% in lieu</u>	<u>9% in lieu</u>	<u>9% in lieu</u>
START	18.64	18.95	19.25	19.56
1 YR	19.62	19.93	20.23	20.54
2 YRS	20.44	20.74	21.05	21.35
3 YRS	21.56	21.87	22.17	22.48
4 YRS	22.67	22.98	23.28	23.59
5 YRS	23.80	24.10	24.41	24.71
6 YRS	25.19	25.50	25.80	26.11
7 YRS	26.59	26.89	27.20	27.50
8 YRS	27.98	28.29	28.59	28.90
9 YRS	29.39	29.69	30.00	30.30

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



# APPENDIX II - WAGES - REGULAR PART-TIME WAGE GRID

- II.1 (a) The regular straight time hourly rates for all regular part-time nurses shall be as follows:

<u>Without Pension</u>				
	APR. 1/93	JAN. 1/94	JAN. 1/95	JAN. 1/96
	<u>13% in lieu</u>	<u>13% in lieu</u>	<u>13% in lieu</u>	<u>13% in lieu</u>
START	19.32	19.64	19.96	20.27
1 YR	20.34	20.66	20.97	21.29
2 YRS	21.19	21.50	21.82	22.14
3 YRS	22.35	22.67	22.99	23.30
4 YRS	23.50	23.82	24.14	24.45
5 YRS	24.67	24.99	25.30	25.62
6 YRS	26.12	26.43	26.75	27.06
7 YRS	27.56	27.88	28.19	28.51
8 YRS	29.01	29.32	29.64	29.96
9 YRS	30.47	30.78	31.10	31.41

<u>With Pension</u>				
	APR. 1/93	JAN. 1/94	JAN. 1/95	JAN. 1/96
	<u>9% in lieu</u>	<u>9% in lieu</u>	<u>9% in lieu</u>	<u>9% in lieu</u>
START	18.64	18.95	19.25	19.56
1 YR	19.62	19.93	20.23	20.54
2 YRS	20.44	20.74	21.05	21.35
3 YRS	21.56	21.87	22.17	22.48
4 YRS	22.67	22.98	23.28	23.59
5 YRS	23.80	24.10	24.41	24.71
6 YRS	25.19	25.50	25.80	26.11
7 YRS	26.59	26.89	27.20	27.50
8 YRS	27.98	28.29	28.59	28.90
9 YRS	29.39	29.69	30.00	30.30

SOURCE	Ag. 80
EFF.	9.3.04.01
TERM.	06.03.31
No. OF EMPLOYEES	210
NOMBRE D'EMPLOYÉS	52

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



April 1, 1991 - March 15, 1993:

Applicable straight time hourly rate + 14%.

Effective March 16, 1993,

Without Pension: Applicable straight time hourly rate + 13%

With Pension: Applicable straight time hourly rate + 9%

- (c) The hourly salary rates payable to a regular 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.

- II.2 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 retroactive to the date of successfully passing the certification examination or to the date of last hire whichever is later.

### Retroactivity

Increases to the salary schedule shall be retroactive and apply to all employees in the bargaining unit as of April 1, 1991 on the basis of each hour paid to them from April 1, 1991 to the date the salary rates are increased. Such retroactive pay shall be paid out within three (3) pay periods (approximately six weeks) of the ratification of the parties or the date of an arbitration award. **Any** new employee hired since April 1, 1991 shall be entitled to a pro rata adjustment to their remuneration from the date of their employment. The Hospital shall be responsible to contact in writing, at their last known addresses any employees who have left the employment of the Hospital and/or the bargaining unit since April 1, 1991 to advise them of their entitlement to any retroactive adjustment within fifteen (15) days following the ratification of the parties. Such employees will have a period of thirty (30) days after the mailing of the notice in which to claim such adjustments, and not thereafter.

- II.3 A nurse is required to present to the Director of Nursing or designate on or before February 15th of each year evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the hospital will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.





**APPENDIX 111 - ONA PROFESSIONAL RESPONSIBILITY COMPLAINT FORM**  
**NOTIFICATION OF IMPROPER WORK ASSIGNMENT**  
**AVIS D'ATTRIBUTION INCORRECTE DE TRAVAIL**

Nurses (Complainants) to complete every section / Chaque section est remplie par les infirmières (plaignantes)

DATE/TIME OF OCCURRENCE DATE/HEURE DE L'INCIDENT _____		DATE TO EMPLOYER DATE DE NOTIFICATION À L'EMPLOYEUR _____	
AGENCY ORGANISME _____		WARD SERVICE _____	SHIFT ÉQUIPE _____
TYPE OF CARE TYPE DE SOINS _____	BED CAPACITY Nbre de LITS _____	PATIENTS (#) Nbre de PATIENTS (#) _____	
STAFFING EFFECTIF PRÉSENT _____	USUAL STAFFING EFFECTIF NORMAL _____		

I/We, the undersigned, believe that I was/we were given an assignment that was inconsistent with proper patient care for the following reasons. (Brief outline of problem/assignment attached).

Nous, soussignés, croyons que l'on nous a attribué une tâche qui ne permettait pas de fournir les soins voulus aux patients pour les raisons indiquées. (Joindre une brève description de la tâche et du problème.)

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To correct this problem, I/we recommend:

Pour corriger la situation, nous recommandons:

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NAME/TITLE OF IMMEDIATE SUPERVISOR NOTIFIED:

NOM/TITRE DU SUPERVISEUR IMMÉDIAT QUI A ÉTÉ AVISÉ:

DATE/TIME OF NOTIFICATION  
DATE/HEURE À LAQUELLE IL A ÉTÉ AVISÉ \_\_\_\_\_

RESPONSE/ACTION  
RÉACTION/INTERVENTION \_\_\_\_\_

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Signature of Complainant(s) & Printed Name(s) below:

Signature des plaignantes et nom en lettres moulées:

X _____	X _____	X _____
_____	_____	_____

I/we do not believe this response was adequate to resolve our concerns. I/we therefore request our local president/executive committee refer these concerns to the AAC. Failing resolution of the nurses' concerns, the association may consider these issues under the professional responsibility clause.

Nous croyons que les mesures prises sont insuffisantes pour régler la situation. Nous demandons par conséquent au président de la section locale ou au comité exécutif de porter la question devant le CAO. Si ces démarches n'aboutissent pas, l'association pourrait considérer ces questions sous le régime des dispositions liées à la responsabilité professionnelle.



Ontario Nurses' Association  
September 1992

Association des infirmiers et infirmières de l'Ontario  
septembre 1992

Employer Copy  
Copie de l'employeur