

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

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

11.06

Jury & Witness Duty

- (a) If a full-time or regular part-time nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law in connection with a case arising from the nurse's duties at the hospital, or is required to attend a coroner's inquest in connection with a case arising from the nurse's duties at the hospital, the nurse shall not lose service/seniority or regular pay because of such attendance and shall not be required to work the night shift prior to, or on the day of such duty provided that the nurse:
- i) notifies the Hospital immediately on the nurse's notification that she or he will be required to attend court;
 - ii) presents proof of service requiring the nurse's attendance;
 - iii) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

In addition, where a full-time nurse or regular part-time nurse is selected for jury duty for a period in excess of one (1) week, she or he shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the nurse shall be returned to that point on her or his former schedule that is considered appropriate by the Hospital. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

- (b) Where the Hospital requires a nurse to attend any meetings in preparation for a case or legal proceedings which either arises from a nurse's employment with the Hospital or otherwise involves the Hospital, the Hospital will make every reasonable effort to schedule such meetings at the Hospital during the nurse's regularly scheduled hours of work. If the nurse is required to attend such meetings outside of her or his regularly scheduled hours, the nurse shall be paid for all hours spent in such meetings at her or his regular straight time hourly rate of pay.

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

11.07

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. A

nurse who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months' duration, inclusive of any parental leave.

- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 (a) to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) The Hospital may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Hospital of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall

be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

The employee does not have any vested right except to receive payments for the covered employment 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.

Effective April 1, 2007, the employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the full duration of the pregnancy leave in addition to pension contributions if applicable.

11.08

Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article 11.07 is eligible to be granted a parental leave of up to thirty-five (35) weeks' duration, in accordance with the *Employment Standards Act*. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months' duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the hospital as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The nurse shall be reinstated to her or his former position, unless that position has been discontinued, in which case the nurse shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Hospital, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 (a) to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four (84%) percent of the nurse's regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of ten (10) weeks (effective March 5, 2007 increase maximum period to twelve (12) weeks). The nurse's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

The employee does not have any vested right except to receive payments for the covered employment 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.

Effective April 1, 2007, the employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the that portion of the parental leave for which SUB payments are being made, i.e. 12 weeks, in addition to pension contributions if applicable.

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

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

11.09 Education Leave

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

- (a) Leaves of absence, without pay, for the purposes of furthering professional nursing career development may be granted on written application by the nurse to the Chief Nursing Officer, Supervisor or designate. Requests for such leave will not be unreasonably denied.

- (b) A full-time or regular part-time nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which nurses are enrolled to enhance their nursing qualifications.

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

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

- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars to further professional nursing career development may be granted at the discretion of the Hospital upon written application by the nurse to the Chief Nursing Officer, Supervisor or designate.
- (d) Regular part-time nurses will be credited with seniority and service for all such hours paid for writing examinations, attending courses, workshops or seminars to further career development as provided above.

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

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

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

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

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

11.11 Pre-Paid Leave Plan

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

- (a) The plan is available to nurses wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the *Income*

Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

- (b) The nurse must make written application to the Chief Nursing Officer or Supervisor at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of nurses that may be absent at any one time shall be determined by local negotiations. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Union and the Hospital.
- (d) Written applications will be reviewed by the Chief Nursing Officer, Supervisor or designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her or him until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Full-time nurses shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. Full-time nurses will not be eligible to participate in the disability income plan during the year of leave.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Chief Nursing Officer or Supervisor. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.

- (k) The Hospital will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the nurse within a reasonable period of time.
- (l) The nurse will be reinstated to her or his former position unless the position has been discontinued, in which case the nurse shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 11.11 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

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

11.12

Secondments

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

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

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

- 11.13 (a) Family Medical Leave will be granted in accordance with the *Employment Standards Act* for up to eight (8) weeks within a twenty-six (26) week period.
- (b) A nurse who is on Family Medical Leave shall continue to accumulate seniority and service and the Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the nurse is participating during the leave.
- (c) Subject to any changes in a nurse's status which would have occurred had he or she not been on Family Medical Leave, the nurse shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

11.14 Military Leave

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

ARTICLE 12 - SICK LEAVE AND LONG-TERM DISABILITY

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

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

The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan). The employee will pay the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

- 12.02 Effective the first of the month following the transfer, all existing sick leave plans in the Participating Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.
- 12.03 Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the nurse on the effective date of the transfer to the Plan set out in Article 12.01. The "sick leave bank" shall be utilized to:
- (a) Supplement payment for sick leave days under the new plan which would otherwise be at less than full wages, and;
 - (b) Where a payout provision existed under the former sick leave plan in the Collective Agreement, payout shall be made on the termination of employment, or in the case of death, to the nurse's estate. The parties may agree to voluntarily cash out existing sick leave banks. The amount of the payout shall be a cash settlement at the nurse's then current salary rate for any unused sick credits to the maximum provided under the sick leave plan in which the nurse participated as of October 23, 1981;
 - (c) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, her or his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and the nurse shall be entitled to the same cash out provisions as set out in paragraph (b) above providing the nurse subsequently achieves the necessary service to qualify for payout under the conditions of the sick leave plan in which she or he participated as of October 23, 1981;
 - (d) Where a payout provision existed under the former sick leave plan in the Collective Agreement, a nurse who, as of the date of this award, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by The Workplace Safety and Insurance Board as compensable within the meaning of the *Workplace and Safety Insurance Act*, the Hospital, on application from the nurse, will supplement the award made by The Workplace Safety and Insurance Board for loss of wages to the nurse by such amount that the award of The Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred per cent (100%) of the nurse's net earnings to the limit of the nurse's accumulated sick leave credits. Nurses may utilize such sick leave credits while awaiting approval of a claim for WSIB benefits.
- 12.04 When a nurse has completed any portion of her or his regularly scheduled tour prior to going on sick leave benefits or WSIB benefits, the nurse shall be paid for the balance of the tour at her or his regular straight time hourly rate. This provision will not disentitle the nurse to a lieu day under Article 15.05 if she or he otherwise qualifies.

- 12.05 Any dispute which may arise concerning a nurse's entitlement to short-term or long-term benefits under HOODIP or an equivalent plan may be subject to grievance and arbitration under the provisions of this Agreement. The Union agrees that it will encourage a nurse to utilize the carrier's medical appeals process, if any, to resolve disputes.
- 12.06 Nurses presently employed who are covered by a long-term disability plan in effect as of the date of this award, may elect to be covered by HOODIP or to continue their present coverage.
- 12.07 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.
- 12.08 The Hospital will notify each nurse of the amount of unused sick leave in her or his bank annually.
- 12.09 For nurses whose regular hours of work are other than the standard work day, the short-term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the existing plan shall apply mutatis mutandis.
- 12.10 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 12.11 A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for WSIB benefits for a period longer than one complete tour or more may apply to the Hospital for payment equivalent to the lesser of the benefit the nurse would receive from WSIB if the nurse's claim was approved, or the benefit to which the nurse would be entitled under the short-term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the nurse provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workplace Safety and Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the nurse would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

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

- 12.12 Nurses returning to work from an illness or injury compensable from the Workplace Safety and Insurance Board will be assigned light work as necessary, if available.
- 12.13 A nurse who transfers from full-time to part-time may elect to retain her or his accumulated sick leave credits to be utilized during part-time or subsequent full-time employment as provided under the sick leave plan in which the nurse participates as of October 23, 1981.

- 12.14 If the Employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate.

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

ARTICLE 13 - HOURS OF WORK

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

Subject to Article 13.02 below:

- (a) The normal daily tour shall be seven and one-half (7 1/2) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (1/2) hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 14.
- (b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour on the basis of fifteen (15) minutes for each half tour. The scheduling of meal periods and relief periods shall be determined by local negotiations.
- (c) The regular daily tours of duty of a full-time nurse shall average five (5) days per week over the nursing schedule determined by the Hospital. Full-time schedules shall be determined by local negotiation.

Full-time nurses in the bargaining unit engaged in teaching in Schools for R.P.N.'s shall work a flexible schedule, Monday to Friday, averaging 37 1/2 hours per week over the schedule to be determined by local negotiations. (Last paragraph of 13.01(c) applies to nurses only).

- (d) Where a nurse notifies her or his supervisor that she or he has been or will be unable to take the normal lunch break due to the requirement of providing patient care, such nurse shall be paid time and one half (1 1/2) her or his regular straight time hourly rate for all time worked in excess of her or his normal daily hours.
- (e) The Hospital shall not enter into any agreement with employees under Section 17 (2) of the *Employment Standards Act, 2000* that conflicts with the collective agreement.

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

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

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

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

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

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

13.03 Innovative Unit Scheduling

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

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

13.04 Unit Weekend Schedule

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

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

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

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

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

Mechanism for the vacation bank is determined by current local practices.

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

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

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

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

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

- (c) Paid Holiday Bank

Nurses qualify in accordance with the collective agreement. The paid holidays are identified in the Local Appendix.

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

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

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

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

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

(d) Sick Leave

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

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

The nurse may utilize her or his sick leave bank available under Article 12.03 for unpaid absences due to illness and Employment Insurance top-up in accordance with the formula for converting hours as described in Article 10.03.

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

The provision of medical certificates shall be subject to Article 12.14.

(e) Leaves of Absence

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

(f) Tour Exchange

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

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

(g) Overtime

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

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

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

(h) Scheduling Provisions

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

(i) Christmas Period

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

13.05 Individual Special Circumstance Arrangements

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

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

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

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

Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the event that the nurse affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.

ARTICLE 14 - PREMIUM PAYMENT

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

If a nurse is authorized to work in excess of the hours referred to in Article 13.01 (a) or (c), she or he shall receive overtime premium of one and one-half (1 1/2) times her or his regular straight time hourly rate. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her or his normal daily tour.

If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 13.01 (a) and (c) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. For purpose of clarity, a nurse who is required to work on her or his scheduled day off shall receive overtime premium of one and one-half (1 1/2) times her or his regular straight time hourly rate except on a paid holiday the nurse shall receive two (2) times her or his straight time hourly rate. The Hospital agrees that if the Collective Agreement provided a greater overtime premium for overtime work immediately prior to this Agreement, the Hospital will continue to pay such greater overtime premium. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

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

If a part-time nurse is authorized to work in excess of the hours referred to in Article 13.01 (a), she or he shall receive overtime premium of one and one-half (1 1/2) times her or his regular straight time hourly rate. A part-time nurse (including casual nurses but not including part-time nurses who are filling temporary full-time vacancies) who works in excess of seventy-five (75) hours in a two (2) week period shall receive time and one-half (1 1/2) her or his regular straight time hourly rate for all hours worked in excess of seventy-five (75). A part-time nurse who is filling a temporary full-time vacancy shall receive time and one-half (1 1/2) her or his regular straight time hourly rate for all hours worked in excess of an average of 37 1/2 hours per week over the full-time nursing schedule determined by the Hospital. Such averaging will commence at the conclusion of the two week period following the nurse's transfer to the temporary full-time position and will end at the conclusion of the two week period prior to the nurse's return to her or his former position. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her or his normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 13.01 (a) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. The Hospital agrees that if the Collective Agreement provided a greater premium for overtime work immediately prior to this Agreement, the Hospital will continue to pay such greater overtime premium. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

14.02

Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in tour

on the request of a nurse or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two nurses.

- 14.03 Work scheduled by the Hospital to which a premium is attached under scheduling regulations contained in the Collective Agreement and set out in the Appendix of Local Provisions shall be paid at one and one-half (1 1/2) times the nurse's regular straight time hourly rate or as otherwise provided.
- 14.04 Where a nurse is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of time and one-half (1 1/2) the nurse's regular straight time hourly rate as a result of 14.03 above and the nurse is required to work additional hours following her or his full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse) such nurse shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked. Where a nurse is called back from standby and works in excess of the hours of a normal shift on her or his unit, such nurse shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked.
- 14.05 A nurse who reports for work as scheduled, unless otherwise notified by the Hospital, shall receive a minimum of four (4) hours' pay at her or his regular straight time hourly rate. The nurse shall be required to perform any nursing duties assigned by the Hospital which she or he is capable of doing, if her or his regular duties are not available.
- 14.06 Where a full-time or regular part-time nurse has completed her or his regularly scheduled tour and left the hospital and is called in to work outside her or his regularly scheduled working hours, or where a nurse is called back from standby, such nurse shall receive time and one-half (1 1/2) her or his regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1 1/2) her or his regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her or his regularly scheduled shift. In such a case, the nurse will receive time and one-half (1 1/2) her or his regular straight time hourly rate for actual hours worked up to the commencement of her or his regular shift.
- 14.07 A nurse who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of three dollars and twenty cents (\$3.20) per hour for the period of standby scheduled by the Hospital. Where such standby duty falls on a paid holiday, as set out in the Appendix of Local Provisions, the nurse shall receive standby pay in the amount of three dollars and seventy cents (\$3.70) per hour. Standby pay shall, however, cease where the nurse is called in to work under Article 14.06 above and works during the period of standby.

Effective April 1, 2007, a nurse who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of three dollars and thirty cents (\$3.30) per hour for the period of standby scheduled by the Hospital. Where such standby duty falls on a paid holiday, as set out in the Appendix of Local Provisions, the nurse shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per

hour. Standby pay shall, however, cease where the nurse is called in to work under Article 14.06 above and works during the period of standby.

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

14.09 Where a full-time nurse has worked and accumulated approved hours for which she or he is entitled to be paid premium pay (other than hours relating to working on paid holidays) such full-time nurse shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e., where the applicable rate is time and one-half (1 1/2) then time off shall be at time and one-half (1 1/2)). Where a full-time nurse chooses equivalent time off such time off must be taken within the period set out in the Appendix of Local Provisions or payment in accordance with the former option shall be made.

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

14.10 A nurse shall be paid a shift premium of one dollar and thirty cents (\$1.30) per hour for each hour worked which falls within the hours defined as an evening shift and one dollar and fifty-five cents (\$1.55) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours. The defined hours of a night and evening shift shall be a matter for local negotiation.

Effective April 1, 2007, a nurse shall be paid a shift premium of one dollar and forty cents (\$1.40) per hour for each hour worked which falls within the hours defined as an evening shift and one dollar and sixty-five cents (\$1.65) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours. The defined hours of a night and evening shift shall be a matter for local negotiation.

14.11 Ambulance Escort

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

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

her or his assigned shift, she or he shall be paid the appropriate overtime rate.

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

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

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

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

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

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

The posting of work schedules shall be as set out in the Appendix of Local Provisions. It shall be the responsibility of the nurse to consult posted work schedules. The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the nurse. Where less than forty-eight (48) hours' notice is given personally to the nurse, time and one-half (1-1/2) of the nurse's regular straight time hourly rate will be paid for all hours worked on the nurse's next shift worked.

Where less than forty-eight (48) hours notice is given personally to the nurse for the cancellation of a shift that was added to her or his schedule, time and one half (1-1/2) the nurse's straight time hourly rate will be paid on the nurse's next shift worked. This shall not include shifts added to her or his schedule within the same forty-eight (48) hour notice period unless the employer paid such premiums under an existing practice as of March 31, 2004.

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

Where a shift that attracts premium pay pursuant to this provision is otherwise a premium paid tour, she or he will be paid two times her or his straight time hourly rate for all hours worked on that tour.

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

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

ii) Where less than twenty-four (24) hours' notice is given personally to the regular part-time nurse, time and one-half (1-1/2) of the nurse's regular straight time hourly rate will be paid for all hours worked on the nurse's next shift worked.

Where less than twenty-four (24) hours notice is given personally to the nurse for the cancellation of a shift that was added to her or his schedule, time and one half (1-1/2) the nurse's straight time hourly rate will be paid on the nurse's next shift worked. This shall not include shifts added to her or his schedule within the same twenty-four (24) hour notice period unless the employer paid such premiums under an existing practice as of March 31, 2004.

Such changes shall not be considered a lay off.

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

Where a shift attracts premium pay pursuant to this provision is otherwise a premium paid tour, she or he will be paid two (2) times

her or his straight time hourly rate for all hours worked on that tour.

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

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

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

14.14 A nurse who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, but shall be provided at the time of the meal period with a hot meal or four dollars (\$4.00) if the Hospital is unable to provide the hot meal. Effective April 1, 2007, a nurse who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, but shall be provided at the time of the meal period with a hot meal or six dollars (\$6.00) if the Hospital is unable to provide the hot meal. Other nurses required to work more than two (2) hours overtime on the same day they have worked a full tour shall, after the two (2) hours, receive a 1/2 hour paid meal period and shall be provided with a hot meal or four dollars (\$4.00) if the Hospital is unable to provide the hot meal. Effective April 1, 2007, other nurses required to work more than two (2) hours overtime on the same day they have worked a full tour shall, after the two (2) hours, receive a 1/2 hour paid meal period and shall be provided with a hot meal or six dollars (\$6.00) if the Hospital is unable to provide the hot meal.

14.15 A nurse shall be paid a weekend premium of one dollar and seventy cents (\$1.70) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as the local parties may agree upon. If a nurse is receiving premium pay under Article 14.03, pursuant to a local scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.

Effective April 1, 2007, a nurse shall be paid a weekend premium of one dollar and eighty cents (\$1.80) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as the local parties

may agree upon. If a nurse is receiving premium pay under Article 14.03, pursuant to a local scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.

ARTICLE 15 - PAID HOLIDAYS

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

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

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

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

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

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

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

15.04 Subject to Article 15.02:

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

15.05 A nurse required to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1-1/2) the nurse's regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 14.04. In addition, the nurse will receive a lieu day off with pay in the amount of her or his regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 13.01 (a).

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

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

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

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

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

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

This note applies to nurses only.

ARTICLE 16 – VACATIONS

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

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

- (a) i) Subject to (ii), employees who have completed less than one (1) year of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to a vacation on the basis of 1.25 days (9.375 hours for employees whose regular hours of work are other than the standard work day) for each completed month of service with pay in the amount of 6% of gross earnings.

- ii) Paramedical employees below the Registered Technologist classification who have completed less than one (1) year of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to a vacation on the basis of .83 days (6.225 hours for employees whose regular hours of work are other than the standard work day) for each completed month of service with pay in the amount of 4% of gross earnings.
- (b)
 - i) Subject to (ii) and (iii), employees who have completed one (1) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay (112.5 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
 - ii) Paramedical employees below the Registered Technologist classification who have completed one (1) year of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of two (2) weeks with two (2) weeks' pay (75 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
 - iii) Paramedical employees below the Registered Technologist classification who have completed two (2) years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay (112.5 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (c)
 - i) Subject to (ii), employees who have completed three (3) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay (150 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
 - ii) Paramedical employees below the Registered Technologist classification who have completed five (5) years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay (150 hours' pay for employees whose regular hours of work are other than the

standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.

- (d) Effective at the commencement of the current vacation year, employees who have completed thirteen (13) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Hospital) shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay (187.5 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (e) Employees who have completed twenty-two (22) years or more of full-time continuous service (as of the date for determining vacation entitlement in the individual hospital) shall be entitled to an annual vacation of six (6) weeks' with six (6) weeks' pay (225 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (f) Employees who have completed twenty-eight (28) years or more of full-time continuous service (as of the date for determining vacation entitlement in the individual hospital) shall be entitled to an annual vacation of seven (7) weeks' with seven (7) weeks' pay (262.5 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.

NOTE: Effective September 8, 2005, employees who have supplemental vacation (additional 5 vacation days after 30 years of continuous service and additional 5 vacation days after 35 years of continuous service) which was previously earned prior to the effective date of the 7 weeks of vacation entitlement awarded on September 8, 2005, shall be entitled to utilize their remaining supplemental vacation, if any.

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

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

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

16.02 A nurse who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her or him to the date of

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

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

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

This clause applies to nurses only.

- 16.05
- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
 - (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
 - (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
 - (d) Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave in accordance with Article 11.05.
 - (e) The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

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

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

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

NOTE 1: Effective September 8, 2005, employees who have supplemental vacation

(additional 2% vacation pay upon completion of 45,000 hours of continuous service and additional 2% vacation pay upon completion of 52,500 hours of continuous service) which was previously earned prior to the effective date of the 7 weeks of vacation entitlement awarded on September 8, 2005, shall be entitled to utilize their remaining supplemental vacation, if any.

NOTE 2: For clarity purposes, vacation time relating to the above will be set out in the Appendix of Local Provisions.

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

Casual part-time employees will be paid vacation pay in accordance with the above entitlement on gross earnings or on gross salary for work performed, as applicable. Such vacation pay will be paid on monies earned on or after April 1, 1988. Equivalent years of service will be based on the casual part-time employee's seniority established under Article 10.02 and will be calculated on the basis that 1500 hours of part-time service shall equal one (1) year of full-time service and vice-versa.

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

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

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

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

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

ARTICLE 17 - HEALTH AND WELFARE BENEFITS

(Article 17 applies to full-time nurses only)

17.01 The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible nurses in the active

employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Ontario Health Insurance Plan.
- (b) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Liberty Health Semi-Private Plan (which is comparable to the Blue Cross Plan) or comparable coverage with another carrier.
- (c) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Liberty Health Extended Health Care Benefits Plan (which is comparable to the existing Blue Cross Extended Health Care Benefits Plan) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the nurses through payroll deductions. Effective April 1, 2007 the deductibles will be \$22.50 (single) and \$35.00 (family). In addition to the standard benefits, coverage will include hearing aids (maximum \$300/person); vision care (maximum \$200 every 24 months); and Drug Formulary 3.

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

Extended Health Care benefits includes chiropractic, massage therapy and physiotherapy (maximum of \$300/insured person annually for each service). Superior benefits are to be maintained in those hospitals where payment for one or more of these services is covered.

Effective April 1, 2007, reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest prices therapeutically equivalent of the generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

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

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

- (f) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Liberty Health Dental #9 Dental Plan (which is comparable to the Blue Cross #9 Dental Plan) or comparable coverage with another carrier; based on the current ODA fee schedule and provide for recall oral examination to be covered once every nine (9) months (adults only); complete and partial dentures at 50/50 co-insurance to \$1000 maximum per person annually; add Blue Cross Rider #4 – (Crowns, bridgework and repairs to same) at 50/50 co-insurance to \$1000 maximum per person annually; and orthodontics 50/50 co-insurance with \$1000 maximum per insured lifetime providing the balance of the monthly premiums are paid by the employees through payroll deductions.

Effective March 5, 2007 the crowns and bridgework dental benefit increases to \$1,500 per person annually

Effective March 5, 2007 the lifetime orthodontic benefit increases to \$1,500 per insured

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

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

Benefits Age 65 and Older

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

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

17.02

For newly hired nurses, coverage as set out in Article 17.01 shall be effective the first billing date in the month following the month in which the nurse was first employed subject to any enrolment or other requirements of the Plan. In no instance shall the first billing date for a nurse occur later than the first day of the fourth full month following the month in which the newly-hired nurse was first employed.

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

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

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

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

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

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

ARTICLE 18 – MISCELLANEOUS

18.01 Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Union and sufficient copies will be provided to the Hospital and the local Union, as requested. The cost of printing the Collective Agreement, including the printing of the French Translation, will be shared equally by the Hospital and the local Union. The cost of the French translation will be shared equally by the Union and the Participating Hospitals.

18.02 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice-versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice-versa.

18.03 It shall be the duty of each nurse to notify the Hospital promptly of any change in address or any change in temporary residency. If a nurse fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such a nurse. A nurse shall notify the Hospital of any change to her or his telephone number.

18.04 Medical examinations, re-examinations and any tests required under the *Public Hospitals Act* will be provided by the Hospital in compliance with the Regulations. The nurse may choose her or his personal physician for all such examinations,

except the pre-employment medical, unless the Hospital has a specific objection to the physician selected.

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

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

18.07 Influenza Vaccine

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

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

- 18.08 Within fourteen (14) days of receipt of a written request from the nurse, the Hospital will provide the nurse with a letter detailing her or his employment dates, length of service and experience at the Hospital.

ARTICLE 19 – COMPENSATION

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

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

Classification - Registered Nurse

	<u>Effective April 1, 2006</u>	<u>Effective April 1, 2007</u>
Start	24.51	26.80
1 Year	25.49	27.20
2 Years	26.84	27.65
3 Years	28.16	29.01
4 Years	29.50	30.38
5 Years	31.17	32.10
6 Years	32.83	33.81
7 Years	34.52	35.55
8 Years	36.87	38.07
25 Years	37.62	38.74

NOTE 1: The above adjustments resolve the issue of Pay Equity maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity maintenance without any specific reference to male comparators. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

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

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

Applicable straight time hourly rate + 13%.

- (c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood

and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

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

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

19.02 A nurse in the employ of the Hospital who holds a Temporary or Provisional Certificate of Registration as a registered nurse and who obtains her or his Certificate of Registration shall be given the salary of the Registered Nurse as provided in this Article effective the date the nurse presents proof of obtaining her or his Certificate of Registration to the Chief Nursing Officer or her or his designate, or to the date of last hire whichever is later.

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

19.03 A nurse is required to present to the Chief Nursing Officer 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, unless the Hospital uses the College of Nurses of Ontario automated registration process. 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.

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

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

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

- (b) Where the Hospital temporarily assigns a Registered Staff Nurse to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period of one (1) full tour or more, at times when the incumbent in any such classification would otherwise be working, the nurse shall be paid a premium of one dollar and forty cents (\$1.40) per hour for such duty in addition to her or his regular salary. The Hospital agrees that it will not make work assignments which will violate the purpose and intent of this provision.
- (c) A nurse who holds a Temporary or Provisional Certificate of Registration as a Registered Nurse who obtains a General Certificate of Registration shall be placed on the level in the Registered Nurse's salary grid which represents an increase in salary.

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

(d) Group, Unit or Team Leader

Whenever an employee is assigned additional responsibility to direct, supervise or oversee work of employees within her or his classification, and/or be assigned overall responsibility for patient care on the unit, ward, or area, for a tour of duty, the employee shall be paid a premium of seventy cents (70¢) per hour in addition to her or his regular salary and applicable premium allowance.

Effective April 1, 2007, whenever an employee is assigned additional responsibility to direct, supervise or oversee work of employees within her or his classification, and/or be assigned overall responsibility for patient care on the unit, ward, or area, for a tour of duty, the employee shall be paid a premium of one dollar (\$1.00) per hour in addition to her or his regular salary and applicable premium allowance.

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

If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Hospital. For full-time nurses the Hospital shall give effect to part-time nursing experience, and for part-time nurses the hospital shall give effect to full-time nursing experience.

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

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

(b) Each regular part-time nurse will be advanced from her or his present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 10.03.

(c) Effective November 15, 1985 casual part-time nurses will be placed on the salary grid in accordance with their service, such service to be calculated in accordance with the seniority calculation set out in Article

10.02. Casual part-time nurses will then advance on the grid in the same manner as regular part-time nurses. (This clause applies to nurses only.)

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

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

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

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

19.09 Education Allowance

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

- 19.10 All provisions except the general wage increase are effective on the date of the award, March 5, 2007, unless otherwise provided.

Retroactivity will be paid within four full pay periods of March 5, 2007 on the basis of hours paid. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital may pay retroactivity as part of the regular pay. In such circumstances, the Hospital undertakes that the rate of income tax on the retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

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

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

ARTICLE 20 - JOB SHARING

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

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

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

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

ARTICLE 21 - SUPERIOR CONDITIONS

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

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

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

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

ARTICLE 22 – DURATION

- 22.01 This Agreement shall continue in effect until March 31, 2008 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 22.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 22.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.
- 22.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the Participating Hospitals and the Ontario Nurses' Association will meet to determine the procedures to be followed.

ARTICLE 23 - APPENDICES

- 23.01 Attached hereto and forming part of this Agreement are the following appendices and Letters of Understanding:
- Appendix 1 O.N.A. Grievance Form
 - Appendix 2 List of Professional Responsibility Assessment Committee - Chairpersons
 - Appendix 3 Salary Schedule
 - Appendix 4 Superior Conditions - If Any
 - Appendix 5 Appendix of Local Provisions
 - Appendix 6 O.N.A. Professional Responsibility Complaint Form
 - Appendix 7 Letters of Understanding
 - Letter of Understanding Re Workload Measurement Tools
 - Letter of Understanding Re Mentorship Guidelines
 - Letter of Understanding Re Paid Education Leave

Letter of Understanding Re Part-time Voluntary Benefits

Letter of Understanding Re Supernumerary Positions

Letter of Understanding Re HOODIP Redesign

**APPENDIX 1
O.N.A. GRIEVANCE FORM**

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

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

1. Ms. Joan Edwards
Special Advisory Nursing Services
First Nations and Inuit Health Branch
1547 Merivale Road
3rd Floor
Nepean, ON K2G 4V3

2. Ms. Pat Hall
Applied Arts and Health Services
School of Health Services, Seneca College
13990 Dufferin Street
King City, ON L7B 1B3

3. Ms. Darlene Steven
Adjunct Professor, School of Nursing
Laurentian University
935 Ramsey Lake Road
Sudbury, ON P3E 2C6

**APPENDIX 6 -
ONA PROFESSIONAL RESPONSIBILITY**

**ONA PROFESSIONAL RESPONSIBILITY - WORKLOAD REPORT FORM
GUIDELINES AND TIPS ON ITS USE**

The parties have agreed that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner. The Collective Agreement provides a problem solving process for nurses to address concerns relative to patient care. This report form provides a tool for documentation to facilitate discussion and to promote a problem-solving approach.

THE FOLLOWING IS A SUMMARY OF THE PROBLEM SOLVING PROCESS AS OUTLINED IN THE COLLECTIVE AGREEMENT. PRIOR TO SUBMITTING THE WORKLOAD REPORT FORM, PLEASE FOLLOW ALL STEPS AS OUTLINED IN THE COLLECTIVE AGREEMENT.

STEPS IN PROBLEM SOLVING PROCESS

- 1) **At the time the workload issue occurs**, discuss the matter within the Unit/Area/Program to develop strategies to meet patient care needs using current resources. If necessary, using established lines of communication, seek immediate assistance from an individual identified by the Employer (e.g. team leader/charge nurse/co-ordinator/supervisor) who has responsibility for timely resolution of workload issues.
- 2) Failing resolution of the workload issue at the time of the occurrence, discuss the issue with your Manager (or designate) on the Manager's or designate's next working day.
- 3) If no satisfactory resolution is reached during steps (1) and (2) above, then you may submit a professional responsibility workload report form to the Employer-Association Committee within fifteen (15) calendar days of the alleged improper assignment. (SEE REVERSE SIDE.)
- 4) As per the Collective Agreement, the Employer-Association Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- 5) If the issue is not resolved at the meeting in (4) above, the form may be forwarded to an Independent Assessment Committee within the requisite number of days of the meeting in (4) above, as outlined in your Collective Agreement.
- 6) The Association and the Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure.

TIPS FOR COMPLETING THE FORM

- 1) Review the form before completing it so you have an idea of what kind of information is required.
- 2) Print legibly and firmly as you are making multiple copies.
- 3) Use complete words as much as possible. Avoid abbreviations.
- 4)As much as possible, you should report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
- 5)Identify the CNO standards of practice/policies and procedures you feel you were unable to meet.
- 6)Do not, under any circumstances, identify patients/residents.

LIGNES DIRECTRICES ET CONSEILS POUR LE FORMULAIRE DE RAPPORT DE LA SURCHARGE DE TRAVAIL - RESPONSABILITÉ PROFESSIONNELLE A.I.I.O.

Les parties conviennent que les soins aux patients se trouvent améliorés lorsque les problèmes concernant la pratique professionnelle, l'état de santé des patients, les fluctuations de la charge de travail et des effectifs sont solutionnés de manière prompte et efficace. La convention collective fournit aux infirmières une méthode de résolution de problème en permettant un dialogue sur la question de la qualité des soins prodigués aux patients/residents. Ce formulaire de rapport sert d'outil de documentation en facilitant la discussion et encourageant une méthode active de résolution.

CE QUE SUIT EST UN SOMMAIRE DE LA MÉTHODE DE RESOLUTION DE PROBLÈME TELLE QU'ÉCRITE DANS LA CONVENTION COLLECTIVE. AVANT DE SOUMETTRE LE FORMULAIRE DE RAPPORT SUR LA SURCHARGE DE TRAVAIL, VEUILLEZ SUIVRE TOUTES LES ÉTAPES CONFORMEMENT À LA CONVENTION COLLECTIVE.

ÉTAPES À SUIVRE POUR LA MÉTHODE DE RÉOLUTION DE PROBLÈME

- 1) **Au moment de l'occurrence de la surcharge de travail**, discutez-en parmi vos pairs de l'Unité/du Service/du Programme afin de réévaluer les tâches et les effectifs présents pour répondre aux exigences de soins à prodiguer. Si nécessaire, prévenez immédiatement votre gestionnaire responsable présent en l'informant de la situation et des besoins requis pour solutionner la problématique de façon prompte et efficace.
- 2) Advenant l'échec d'un règlement à l'étape 1, abordez la question avec votre directrice des soins (ou autre personne désignée à cette fonction) dès son retour au travail.
- 3) Si les étapes (1) et (2) ci-dessus ne sont pas corrigées à votre satisfaction, vous pouvez soumettre le formulaire de rapport de la surcharge de travail au comité Patronal/Syndical dans les quinze (15) jours civils suivant la date de l'événement conflictuel. (VERSO)
- 4) Conformément à la convention collective, le comité Patronal/Syndical révisera la plainte et tentera de solutionner la situation.
- 5) À défaut de résoudre la plainte lors de la réunion du comité (4) ci-dessus, le formulaire peut être acheminé à un comité d'évaluation indépendant en autant que les délais requis pour l'envoi soit respectés selon les termes prescrits par la convention collective.
- 6) Les parties Patronale et Syndical peuvent convenir mutuellement de prolonger les délais d'envoi de la plainte à toutes les étapes de la méthode de résolution de problème.

CONSEILS POUR COMPLÉTER CE FORMULAIRE

- 1) Réviser le formulaire avant de le compléter afin de vous aider à identifier la nature de l'information requise.
- 2) Écrivez lisiblement et en appuyant fermement afin d'obtenir des copies de bonnes qualités.
- 3) Employez des mots complets autant que possible. Évitez les abréviations.
- 4) Rapportez les faits dont vous avez été témoin. Si vous fournissez de l'information venant d'une autre personne ou divulguée par oui-dire, identifiez votre source en autant que la personne soit consentante.
- 5) Identifiez les normes de pratique, les politiques et procédures de l'Ordre des infirmiers et infirmières de l'Ontario qui, à votre avis, n'ont pas été respectés du à la surcharge de travail.

- 6) Respectez la confidentialité, n'identifiez ni les patients, ni les résidents.

(Please Print / Lettres Moulées S.V.P.)

SECTION 1: GENERAL INFORMATION / GÉNÉRALITÉS

Name(s) of Employee(s) Reporting / Nom(s) des Employé(e)(s): _____

Employer: _____ Unit/Area/Program: _____
 Employeur: _____ Unité/Service/Secteur: _____
 Date of Occurrence: _____ Time: _____ 7.5 Hr. Shift 11.25 Hr. Shift
 Date de l'Évènement: _____ Heure: _____ Quart de 7,5 hre Quart de 11,25 hre
 Name of Supervisor: _____ Date/Time Submitted: _____
 Nom du Surveillant: _____ Date et heure de soumission: _____

SECTION 2: DETAILS OF OCCURRENCE / DÉTAILS DE L'ÉVÈNEMENT

Provide a concise summary of the occurrence / Faites une brève description de la situation: _____

Check One / Cochez une seule case: Is this an isolated incident? / Est-ce un incident isolé? An ongoing problem? / Une situation perpétuelle?

SECTION 3: WORKING CONDITIONS / CONDITIONS DE TRAVAIL

In order to effectively resolve workload issues, please provide details about the working conditions at the time of occurrence by providing the following information:
 Pour régler efficacement les questions concernant la surcharge de travail, veuillez fournir les détails sur les conditions de travail au moment de l'évènement avec les informations suivantes:

Regular Staff / # Effectif permanent: RN / I.A. RPN / IAA Unit Clerk / Commis d'unité Service Support / Personnel de soutien
 # Actual Staff / # Effectif réel: RN / I.A. RPN / IAA Unit Clerk / Commis d'unité Service Support / Personnel de soutien
 Agency / Registry RN / I.A. d'agence-registre: Yes / Oui No / Non How many? / Combien? _____
 Junior Staff* / Effectif junior*: Yes / Oui No / Non How many? / Combien? _____
 RN Staff Overtime / Effectif I.A. Hr Supp.: Yes / Oui No / Non If yes, how many staff? / Si oui, combien de personnel? _____ Total Hours / Hres totales _____

* as defined by your unit/area/program / *selon la définition de votre unité/service/secteur.

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply:
 S'il y avait une pénurie de personnel au moment de l'évènement, (y compris personnel de soutien) veuillez cocher les case qui s'appliquent à la situation:

Absence/Emergency Leave / Absence/Congé d'urgence Sick Call(s) / Maladie(s) Vacancies / Postes vacants

SECTION 4: PATIENT CARE FACTORS CONTRIBUTING TO THE OCCURRENCE / FACTEURS SUR LES SOINS AUX PATIENTS QUI ONT CONTRIBUÉ À L'ÉVÈNEMENT

Please check off the factor(s) you believe contributed to the workload issue: / Veuillez cocher le(s) facteur(s) qui, selon vous, ont contribué à la question de surcharge de travail:

- Change in patient acuity. Provide details:
 Changement de l'état de santé des patients. Expliquez: _____
- Shortage of beds Patient census at time of occurrence:
 Manque de lits Recensement des patients au moment de l'évènement: _____
- Number of Admissions: _____ Number of Discharges
 Nombre d'admissions: _____ Nombre de congés _____
- Lack of equipment/malfunctioning equipment. Please specify:
 Manque d'équipement / équipement défectueux. Veuillez préciser: _____
- Visitors/Family Members
 Visiteurs/Membre de famille
- Non-nursing Duties: (Please Specify)
 Tâches non liés aux soins infirmiers: (Veuillez préciser)
- Other: (Please specify)
 Autre: (Veuillez préciser) _____
- _____
- _____

SECTION 5: REMEDY /RÈGLEMENT

- (A) At the time the workload issue occurred, did you discuss the issue within the unit/area/program? Yes / Oui No / Non
 Au moment où la question de la surcharge de travail s'est présentée, en avez-vous discuté au sein de l'unité/du service/du programme?

Provide Details: / Expliquez: _____

Was it resolved? / A-t-elle été résolue? Yes / Oui No / Non

- (B) Failing resolution at the time of the occurrence, did you seek assistance from the person designated by the employer as having responsibility for timely resolution of workload issues? Yes / Oui No / Non
 Advenant l'incapacité à régler la situation présente de la surcharge de travail, avez-vous cherché l'aide de votre supérieur immédiat pour une solution rapide de la questions?

Provide Details: / Expliquez: _____

Was it resolved? / A-t-elle été résolue? Yes / Oui No / Non

- (C) Did you discuss the issue with your manager (or designate) on her/his next working day? Yes / Oui No / Non
 Avez-vous discuté de la question avec votre directrice (ou désignée) lors de son retour au travail?

Provide Details: / Expliquez: _____

Was it resolved? / A-t-elle été résolue? Yes / Oui No / Non

SECTION 6: RECOMMENDATIONS / RECOMMANDATIONS

Please check-off one or all of the areas you believe should be addressed in order to prevent similar occurrences:
 Veuillez cocher les cases ci-dessous que vous croyez qu'il faut aborder pour empêcher la répétition de ces événements:

- Inservice / Perfectionnement prof. Orientation / Orientation Review nurse/patient ratio / Revisez le rapport infirmière/patient
 Change unit lay-out/Changez la disposition de l'unité Float/casual pool / Groupe occasionnel/volant Review policies & procedures / Revisez politiques et procédures
 Change Start/Stop times of shift(s). Please specify:
 Changement d'heure d'entrée/de fin de quart de travail. Veuillez préciser: _____
 Review Workload Measurement Statistics Perform Workload Measurement Audit
 Revisez les statistiques de mesure de la charge de travail Exécutez une vérification de l'outil de mesure de la charge de travail
 Adjust RN staffing Adjust support staffing Replace sick calls
 Ajustez les effectifs d'I.A. Ajustez les effectifs en personnel de soutien Remplacez les personnes absentes à cause de maladie
 Equipment (Please specify): / Équipement (Veuillez préciser): _____
 Other: / Autre: _____

SECTION 7: MANAGEMENT COMMENTS / COMMENTAIRES DE LA DIRECTION

Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable:
 Veuillez fournir toutes les informations et commentaires en réponse à ce rapport, y compris toute action prise pour corriger la situation, si applicable:

Management Signature: / Signature de la direction: _____ Date/Date: _____

SECTION 8: EMPLOYEE SIGNATURES / SIGNATURES DES EMPLOYÉES

I/We do not believe the response adequately addresses our concerns. I/We therefore request these concerns be forwarded to the Employer-Association Committee in accordance with the collective agreement.

Je crois/Nous croyons que les mesures prises sont insuffisantes pour régler la situation. Je demande/Nous demandons donc que la question soit portée devant le comité Patronal/Syndical en conformité avec la convention collective.

Signature: / Signature: _____ Phone No.: / N° de tél: _____

Signature: / Signature: _____ Phone No.: / N° de tél: _____

Signature: / Signature: _____ Phone No.: / N° de tél: _____

Date Submitted: / Date de soumission: _____

(1) Manager/Chief Nursing Officer (or designate) / (1) Directrice/Infirmière en chef (ou désignée)

FORM PRC-1 26/09/02

APPENDIX 7

LETTER OF UNDERSTANDING

RE: MENTORSHIP GUIDELINES

“Mentorship” is a new addition to the central Hospital Collective Agreement, and is addressed in Article 9.08 (c). These guidelines are intended to assist the parties in implementing mentorship arrangements in accordance with the requirements of the collective agreement.

Definition

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

Mentorship does not include:

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

Key Elements

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

Implementation

- A Hospital may implement a mentorship relationship at any time during a nurse's employment when:
 - the nurse is experiencing difficulty in meeting standards of practice;
 - the nurse has a competency gap;
 - one-on-one management of the learning experience from an expert/ experienced nurse will be of assistance.

Mentoring may be implemented in various circumstances such as new hires to a unit; a nurse returns from a layoff or leave of absence (including sick leave or long term disability) or for purposes of cross-training. This list is not all-inclusive and, as such, other circumstances may arise where the Hospital determines that a nurse requires mentoring.

- The decision to implement a mentorship experience as a mechanism to assist a nurse to meet standards of practice is the responsibility of the employer.
- The Hospital will provide, on a regular basis, all nurses with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the local parties. The Hospital selects and assigns the mentor for a given mentoring relationship.

- ❑ At the request of any nurse, the Hospital will discuss with any unsuccessful applicant ways in which she or he may be successful for future opportunities.
- ❑ The mentorship plan/arrangement for each mentoring relationship should be documented.

Evaluation

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

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

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

LETTER OF UNDERSTANDING

RE: WORKLOAD MEASUREMENT TOOLS

The Participating Hospitals agree to establish a provincial working group with ONA consisting of at least 5 representatives from each side to develop workload measurement tool(s) and nurse staffing plans.

The working group will have access to expertise and resources as appropriate.

The working group will commence meeting within 3 months of the date of the award. The work should include selection of the initial areas where workload measurement tools and nurse staffing plan processes will be piloted.

The working group will arrange its activities in order to endeavour to arrive at recommendations for the parties in advance of the next round of negotiations or such longer period as the working group may agree.

The Union will support the efforts of the Participating Hospitals to secure participation from the Nursing Secretariat, the Nursing Research Unit (NRU) and funding Ministry of Health and Long Term Care (MOHLTC) and share solutions with these bodies.

The time spent by the ONA members on the working group will be deemed time worked and ONA members will be compensated at their regular straight time hourly rate. ONA members on the working group will be granted such time off as is deemed necessary to participate in the work.

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

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

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

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

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

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

LETTER OF UNDERSTANDING**RE: SUPERNUMERARY POSITIONS**

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

1. Only so many positions will be created as are covered by government funding for supernumerary positions;
2. Newly graduated nurses are defined as those nurses who have graduated from a nursing program or refresher program within the last year;
3. Positions will be created first on medical or surgical units and may thereafter, if there is sufficient funding, be expanded to other clinical areas;
4. No appointment will be made to a supernumerary position without prior discussion with the local Association as to where the supernumerary nurses will be assigned, what will be expected of them, and what mentoring arrangement will apply (see 7 below);
5. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 10.07;
6. Such nurses will be full-time and covered by the full-time collective agreement;
7. Such nurses will be in formal mentorship arrangements in accordance with Article 9.08(c) and the Letter of Understanding on Mentoring;

8. The duration of such supernumerary appointments will be for the period of funding (currently 7.5 months) or such other period as the local parties may agree;
 9. Such nurses will not be permitted to transfer out of the supernumerary position on the unit for the duration of the supernumerary appointment;
 10. Such nurses can apply for posted positions after the probationary period is completed but cannot transfer until completion of the supernumerary appointment;
 11. If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, she/he will be reclassified as casual part-time and this will not be considered a lay-off and the nurse will not be reassigned;
 12. The Hospital bears the onus of demonstrating that such positions are supernumerary;
 13. The Association will be provided with such written information as it may reasonably require regarding each supernumerary position;
 14. In the event of a layoff in the area of assignment of the supernumerary nurse, either the Hospital or the Local Association may require that the supernumerary nurse shall be first laid off.
-

LETTER OF UNDERSTANDING

RE: HOODIP REDESIGN

ONA agrees to establish a provincial working group with the Participating Hospitals consisting of at least 5 representatives from each side to investigate sick leave utilization and the Hospitals' proposed changes to HOODIP with a view to addressing the Hospitals' concerns and to make recommendations to the parties on appropriate changes to be made to HOODIP.

The working group will have access to expertise and resources as appropriate.

The working group will commence meeting within 3 months of the date of the award.

The working group will arrange its activities in order to endeavour to arrive at recommendations for the parties in advance of the next round of negotiations or such longer period as the working group may agree.

The time spent by the ONA members on the working group will be deemed time worked and ONA members will be compensated at their regular straight time hourly rate. ONA members on the working group will be granted such time off as is deemed necessary to participate in the work.

INDEX
SUBJECT MATTER GUIDE
ONA Collective Agreement
Expiry Date: March 31, 2008

<u>Article</u>	<u>Article Number</u>	<u>Page Number</u>
Absence - Effect on Benefit Payment	17.05	72
Absence - Effect on Seniority	10.04	27
Access to Files	9.12	24
Accommodation	3.05	4
Advance – Sick Time while awaiting WSIB Payment	12.11	52
Advancement on Salary Grid	19.06	78 - 79
Agency usage	10.12	37
Ambulance Escort	14.11	60 - 61
Appendices, etc.:	23.01	81 - 82
Appendix 1- Grievance Form		83
Appendix 2 – Independent Assessment Committee		84
Appendix 5 – Local issues		
Appendix 6 – ONA Professional Responsibility Complaint Form		85
Appendix 7 – Letters of Understanding		91 - 95
Arbitration	7.07, 7.11, 7.12	15 - 16, 17
Benefits Review Sub-Committee	17.09	73
Bereavement During Vacation	16.05	68
Bumping	10.09	32 – 34(7.5 hrs)
Call- In, Call-back	14.06	59
Cancellation of Shift as lay-off	10.08(a)	31
Carriage of Grievance by Union	7.08	16
Casual Part-Time Nurse (definition)	2.05	2
Central Bargaining Process	22.04	81
Certificate of Registration	19.03	76
Change of Address	18.03	73
Committees:		
Central Negotiating Team	6.04	7 - 8
Grievance Committee	6.02	6
Hospital-Association Committee	6.03	6 – 7
Joint Occupational Health & Safety Committee	6.05	8 – 12
Negotiating committee	6.04	7 – 8
Professional Development Committee	9.02	20 – 21
Workload Complaint Assessment Committee	8.01	18 – 20
Computer Technology Training	9.11	24
Controlled Acts	8.02	20
Contracting Out	10.12(b)	37
Counseling Letters	9.12	24 – 25
Credit for Recent Related Experience	19.05	78
Deemed Termination	10.06	28 – 29
Demotion	19.04(a)	77
Discharge	7.02	13 - 14
Discipline – Removal from File	9.13	25
Dues deduction	5.01, 5.05	4, 5
Discrimination Prohibited	3.01, 3.03	2

<u>Article</u>	<u>Article Number</u>	<u>Page Number</u>
Education Allowance	19.09	79
Flu Vaccine	18.07	74
Full Time Nurse (definition)	2.04	2
Graduate Nurse Category	2.03	1 – 2
Grievance Procedure	7.0	13 – 18
Group Grievance	7.05	14 - 15
Harassment	3.04	2 – 4
Health and Welfare Benefits:	17.0	69 – 73
Change of carrier	17.03	72
Dental Plan	17.01(f)	71
Extended Health Care	17.01(c)	70
HOOGLIP	17.01(d)	70
HOOVLIP	17.01(e)	70
Information Booklets	17.07	72
Life Insurance	17.01(d)	70
OHIP	17.01(a)	70
Pensions (HOOPP)	17.04	72
Semi-private Plan	17.01(b)	70
ONA Sponsored Benefit Program	17.10	73
Benefits age 65 and over	17.01(g)	71
Part-time voluntary benefits	Letter of Understanding	94
Holiday	15.01	64
Holiday Pay	15.02,15.03	64
HOODIP Redesign	Letter of Understanding	95
Hours of Work:		
Normal Daily Tour	13.01	53
Extended Tour	13.02	53 – 54
Individual Special Circumstances Arrangements	13.05	57
Innovative Unit Scheduling	13.03	54
Meal Break	13.01	53
Relief Periods (Breaks)	13.01	53
Weekend Worker	13.04	54 – 57
Posting Schedules	14.12	61 – 63
Illness During Vacation	16.05	68
Innovative Unit Scheduling	13.03	54
In-Service Education	9.06, 9.07	22
Internship	9.09	23 – 24
Job Classification (new)	19.08	79
Job Posting:	10.07	29 – 31
Process	10.07(a)	29
Posting Name of Successful Applicant	10.07(b)	30
Posting of Permanent Vacancy	10.07(a)	29
Job Sharing	20.01	80
Lay-off – Definition & Process	10.08	31 – 32
Leaves of Absence:		
Bereavement	11.05	42 - 43
College of Nurses	11.10	47
Education	11.09	46 – 47

<u>Article</u>	<u>Article Number</u>	<u>Page Number</u>
Family/Medical	11.13	50
Jury/Witness Duty	11.06	43
Lawyers –Preparation meeting	11.06(b)	43
Military	11.14	50
ONA Board of Directors	11.03	42
ONA President	11.04	42
Parental	11.08	45 – 46
Personal	11.01	41
Pregnancy	11.07	43 – 45
Pre-paid – 4 over 5	11.11	47 – 49
Union Business	11.02	41 – 42
Lieu Days	15.05, 15.06	65
Local Integrated Health Networks (LHINs)	10.13	37 – 40
Lockout	4.01	4
Long Term Disability	12.01	50
Medical Certificate	12.14	53
Medical Examinations & Tests	18.04	73 – 74
Meetings	6.01	5
Mentorship	9.08(c)	23
Mentorship Guidelines	Appendix 7	91 - 93
Modified Work	12.12	52
Notice of Lay-off	10.08(d), (e)	32
Nurse Representatives	6.02	6
Occupational Health and Safety	6.05	8 - 12
Orientation	9.03,9.04,9.05,9.08(c)	22, 23
Overtime:		
Overtime Pay Calculation	14.01	57 – 58
Daylight Savings Time	14.02	58 – 59
Paid Holidays	14.04	59
Double Time	14.04	59
Paid Holidays	15	64 – 65
Paid professional Leave	Letter of Understanding	94
Peer Feedback Process (CNO)	9.14	25
Percentage in Lieu of Fringe Benefits	19.01(b), (c)	75, 76
Performance Evaluation	9.12, 9.14	24, 25
Policy Grievance	7.04	14
Pregnancy – Related Illness	12.10	52
Premiums:		
Pyramiding of Premiums	14.01	57 – 58
Responsibility Allowance	19.04(b), (d)	77, 78
Shift Premium	14.10	60
Weekend Premium	14.15	63 – 64
Probationary Articles:	7.06, 9.05, 10.01(a), 10.02 (a) & (b), 10.09	15, 22, 25-26, 26, 32-34
Probationary Period	10.01	25 - 26
Probationary Release	7.06	15
Professional Development	9	25
Promotion	19.04(a)	77
Provision of Collective Agreement to Nurses	18.01	73

<u>Article</u>	<u>Article Number</u>	<u>Page Number</u>
Purpose of Collective Agreement	1.01	1
Qualifiers for Paid Holidays	15.02	64
Rationalization of Hospital Services	10.13	37 - 40
Recall from Lay-off	10.09,10.10	32, 35 - 36
Reduction in Hours	10.08	31 - 32
Registered Nurse (definition)	2.01	1
Regular Part-Time Nurse (definition)	2.05	2
Relationship between Hospital and ONA	3.01	2
Reporting Pay	14.05	59
Request for Transfer	10.07(b)	30
Rules and Policies	18.06	74
Salary Grid	19.01	75 - 76
Same Sex Benefits Coverage	17.01(g)	71
Schedule Change	14.12	61 - 63
Secondment	11.12	49 - 50
Selection for Job Postings	10.07(c)	30
Seniority	10	25 - 41
Seniority Lists	10.02	26 - 27
Seniority/Service on Transfer from Part-Time to Full-Time or vice versa	10.03	27(7.5 hrs)
Separation Allowance	10.14(c)	41
Sick Leave (HOODIP)	12.01	52
Stand-by	14.07	59 - 60
Straight Time Hourly rate	14.08	60
Strike	4.01	4
Supernumerary positions	Letter of understanding	94 - 95
Superior Conditions	21.01, 21.02	80, 81
Supervision of Students	9.08(a)	22
Supplemental Unemployment Top-up – Pregnancy & parental leave benefits	11.07,11.08(e)	43 – 45, 46
Suspension	7.02	13
Team leader Allowance	19.04(d)	78
Technological Change	9.10	24
Temporary Transfer	10.11	36
Temporary Vacancy	10.07(d)	30
Term of Agreement	22.01	81
Time Limits (Grievance and Arbitration)	7.16	17 - 18
Transfer Outside of Bargaining Unit	10.10	35 – 36
Transportation Allowance	14.13	63
Union Access to Hospital Premises	3.02, 6.06, 6.09	2, 12, 13
Union Representation	7.02	13
Union Dues	5.01 - 5.06	4 – 5
Union Interview	5.06	5
Vacations	16.01	65 – 67
Vacation Entitlement	16.01	65 - 67
Vacation Pay	16.01, 16.06	65 – 67, 68 - 69
Wages	19.01 – 19.10	75 - 80
Weekend Worker	13.04	54 – 57
Whistle Blower Protection	3.06	4

<u>Article</u>	<u>Article Number</u>	<u>Page Number</u>
Work of the Bargaining Unit	10.12	37
Work on a Holiday	15.05	65
Workload Complaint Process/Professional Responsibility	8.01	18 – 20
Workload Issues	8.01	18 - 20
Workload Measurement Tools	Letter of understanding	93

DATED AT _____, Ontario, this _____ day of _____, 2007.

FOR THE UNION

FOR THE HOSPITALS
