

COLLECTIVE AGREEMENT

Between:

**PERLEY & RIDEAU VETERAN'S HEALTH CENTRE
(hereinafter referred to as "the Health Centre")**

And:

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

Expiry Date: March 31, 2004

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ARTICLE 1 – PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Health Centre and the nurses covered by this Agreement; to provide for on-going means of communication between the Association and the Health Centre and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

1.02 It is recognized that nurses wish to work together with the Health Centre to secure the best possible nursing care and health protection for residents. Appropriate committees have been created under this Agreement to work towards this objective.

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

1.03 Reconition

By virtue of the certificates issued by the Ontario Labour Board dated March 19, 1975, and the accompanying decisions with respect to the composition of the bargaining units, the Hospital recognizes the Association as the exclusive bargaining agent for all its registered and graduate nurses engaged in a nursing capacity, save and except head nurses, those above the rank of head nurse, and students employed during the school vacation period.

Note: Hospital hereinafter refers to Health Centre.

1.04 Management Rights

Without limiting the generality of the foregoing, management's rights include:

- (a) The right to maintain order, discipline and efficiency, and in connection herewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, and the right to discipline or dismiss employees for just cause.
- (b) The direction of the working forces; the right to plan, direct and control the operation of the Health Centre; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount of supervision necessary; combining or splitting up departments; work schedules; establishment of standards and quality of care; the determination of the extent to which the Health Centre will be operated; the increase or decrease in employment.
- (c) The right to select, hire, retire, discipline, dismiss, transfer, assign, promote, demote, classify, lay-off, recall or suspend employees and to select employees for positions not covered by this agreement.
- (d) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in the Health Centre.

- (e) The right to generally operate the Health Centre in a manner consistent with the obligations of the Health Centre to the general public in the community served.

1.05 The Health Centre agrees that in exercising its rights as enumerated herein, it will not do so in a manner inconsistent with the provisions of this collective agreement.

ARTICLE 2 - DEFINITIONS & GRADUATE NURSES

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

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

2.02 A nurse who holds a Temporary Certificate of Registration in accordance with the Nursing Act, 1991 and Its Regulations must obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, but in any case not longer than two years from her or his date of hire, she/he will be deemed to be not qualified for the position of registered nurse and she/he will be terminated from the employ of the Health Centre. 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, he or she shall be treated in a manner consistent with the this Article.

2.03 (a) A nurse who holds a Temporary Certificate of Registration will be classified, for purposes of salary, at a level equal to the level previously accorded to the graduate nurse category under the collective agreement which expired March 31, 1996.

2.04 A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 13, Hours of Work.

2.05 a) A regular part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article 13 and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time nurses shall be considered casual nurses. The predetermined basis upon which the commitment to be available is made shall be determined by the parties to this agreement. The definitions shall not have the effect of changing the composition of the existing bargaining units.

b) The Health Centre shall not refuse to accept an offer from a nurse to make a commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual nurses so as to restrict the number of regular part-time nurses.

ARTICLE 3 - RELATIONSHIP

- 3.01 The Health Centre and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any nurse because of the nurse's membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her or his rights under the Collective Agreement.
- 3.02 The Association agrees there will be no Association activity, solicitation for membership, or collection of Association dues on Health Centre premises or during working hours except with the written permission of the Health Centre or as specifically provided for in this Agreement.
- 3.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, family status, age, handicap, religious affiliation or any other factor which is not pertinent to the employment relationship. ref: **Ontario Human Rights Code**
- 3.04 (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or handicap". ref: **Ontario Human Rights Code, Sec. 5 (2)**
- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee". ref: **Ontario Human Rights Code, Sec. 7 (2)**
- The right to freedom from harassment in the workplace applies also to sexual orientation.
- (c) "Every person has a right to be free from,
- i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person". ref: **Ontario Human Rights Code, Sec. 7 (3)**
- (d) A nurse who believes that she/he has been harassed contrary to this provision is to refer and take action in accordance with the Health Centre's Human Rights and Internal Complaint process. If the resolution sought under the complaint process is not satisfactory to the nurse(s) she/he may file a grievance under Article 7 of this agreement.

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

- 3.05 The Health Centre and the Association recognize their joint duty to accommodate handicapped employees in accordance with the provisions of the **Ontario Human Rights Code**.
- 3.06 All correspondence arising out of or incidental to this collective agreement shall pass between the Manager, Human Resources Services of the Health Centre and the Bargaining Unit President of the Local Association, unless as otherwise herein specified.
- 3.07 The Health Centre shall provide bulletin board space on each unit for the purpose of posting Association notices. All such notices must be approved by the Bargaining Unit President of the Local Association or his/her designate and are subject to the approval of the Manager, Human Resources Services or her/his designate.

ARTICLE 4 - NO STRIKE, NO LOCKOUT

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

ARTICLE 5 - ASSOCIATION SECURITY

- 5.01 The Health Centre will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association. The deduction period for a part-time nurse may be extended where the nurse does not receive any pay in a particular month.
- Where a nurse has no dues deducted during the payroll period from which dues are normally deducted, that deduction shall be made in the next payroll period provided the nurse has earnings in the next payroll period.
- If** the failure to deduct dues results from an error **by** the Health Centre, then, as soon as the error **is** called to its attention by the union, the Health Centre shall make the deduction in the manner agreed to by the parties.
- 5.02 Such dues shall be deducted monthly and in the case of newly employed nurses, such deductions shall commence in the month following their date of hire.
- 5.03 The amount of the regular monthly dues shall be those authorized by the Association and the Vice President, Finance of the Association shall notify the Health Centre of any changes therein and such notification shall be the Health Centre's conclusive authority to make the deduction specified.
- 5.04 In consideration of the deducting and forwarding **of** Association dues **by** the Health Centre, the Association agrees to indemnify and save harmless the Health Centre against any claims or liabilities arising or resulting from the operation of this Article.

5.05 The amounts so deducted shall be remitted monthly to the Vice-president, Finance of the Association, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Health Centre shall provide a list of nurses from whom deductions were made, their work site and the nurses' social insurance numbers. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leaves of absence of greater than one (1) month and returns from leaves of absence. A copy of this list will be sent to the local Association. If the Health Centre agrees to provide the union with the information in an electronic format, the parties will meet to discuss the format in which the information will be set out.

5.06 The Health Centre agrees that an officer of the Association or Union representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance to take place during the nurse's orientation period.

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

ARTICLE 6 - REPRESENTATIVES AND COMMITTEES

6.01 Meetings

All joint Employer Union meetings shall be scheduled where practical, during the nurse's regular working hours. The Employer will provide replacement staff where operationally required.

The Health Centre will pay the Bargaining Unit president/designate for all time spent attending meetings called by the Health Centre outside his/her regularly scheduled hours.

6.02 Nurse Representatives & Grievance Committee

- (a) The Health Centre agrees to recognize Union representatives to be elected or appointed from amongst nurses in the bargaining unit for the purpose of dealing with Association business as provided in this Collective Agreement. There shall be up to six (6) representatives. The Association will keep the Health Centre informed of their names.
- (b) The Health Centre will recognize a Grievance Committee, one of whom shall be chair. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement. The membership of this committee shall be the Bargaining Unit President or designate and the Union representative who is involved in the grievance.
- (c) It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Health Centre and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be

unreasonably withheld. If, in the performance of their duties, a union representative or member of the Grievance Committee is required to enter a unit within the Health Centre in which they are not ordinarily employed they shall, immediately upon entering such unit, report their presence to the supervisor or nurse in charge, as the case may be. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Health Centre agrees to pay for all time spent during their regular hours by such representatives hereunder.

6.03

Labour-Management Committee

- (a) There shall be a Labour-Management Committee comprised of two (2) representatives of the Health Centre, one of whom shall be the Program Manager or designate and two of the Association, one of whom shall be the Bargaining Unit President or designate. Membership of the committee may be expanded by mutual agreement of the parties.
- (b) The Committee shall meet every two (2) months unless otherwise agreed and as required under Article 8.01 (a) (i). The duties of chair and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (c) The purpose of the Committee includes:
 - i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality and quantity of nursing care and discussing the development and implementation of quality initiatives;
 - ii) dealing with complaints referred to it in accordance with the provisions of Article 8, Professional Responsibility;
 - iii) discussing and reviewing matters relating to orientation and in-service programs.
 - iv) discussing and reviewing guidelines and professional development initiatives for nurses as well as promoting equal access to professional development opportunities.
- (d) The Health Centre agrees to pay for time spent during regular working hours for representatives of the Association attending at such meetings.

6.04

Negotiating Committee

The Health Centre agrees to recognize a Negotiating Committee comprised of representatives of the Association for the purpose of negotiating a renewal agreement. There shall be up to three (3) employees on this committee, the names of whom the Association will keep the employer informed. The Health Centre agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Health Centre for a renewal agreement up to, but not including, arbitration.

6.05 Joint Occupational Health and Safety Committee

- (a) The Health Centre and the Association agree that they mutually desire to maintain standards of safety and health in the Health Centre in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Health Centre agrees to accept as a member of its Joint Occupational Health and Safety Committee, one (1) ONA member as a certified worker pursuant to the ***Occupational Health and Safety Act***.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Health Centre agrees to cooperate in providing necessary information to enable the Committee to fulfill its functions. In addition, the Health Centre will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession.
- (e) Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for representatives to perform these duties shall be granted.

"A member of a committee is entitled to,

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

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

- (g) The Association agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual pregnancy leave.

- (i) Where the Health Centre identifies high risk areas where nurses are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the nurses.
- (j) At least one of the employees representing workers under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the Act, shall be from the Association. The parties agree that it will not be a breach of this provision if only one employee representing workers is trained to be a certified worker and such employee is not from the Association provided that the next employee representing workers trained to be a certified worker is from the Association.
- (k) "A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper". ref: *Occupational Health and Safety Act*, Sec. 9 (36)" [This provision] does not apply with respect to workers who are paid by the Agency for the time spent fulfilling the requirements for becoming certified". ref: Sec 9 (37)
- (l)
 - i) "This section does not apply to a [nurse]
 - A) when a circumstance described below is inherent in the worker's work or is a normal condition of the worker's employment; or
 - B) when the worker's refusal to **work** would directly endanger the life, health or safety of another person". ref: *Occupational Health and Safety Act*, Sec. 43 (1)
 - ii) "A worker may refuse to work or do particular work where he or she has reason to believe that,
 - A) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
 - B) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or
 - C) any equipment, machine, device or thing he or she is **to** use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such contravention is likely to endanger himself, herself or another worker". ref: *Occupational Health and Safety Act*, Sec. 43 (3).

6.06

The Association may hold meetings on Health Centre premises providing permission has been first obtained from the Health Centre.

- 6.07 The Association shall keep the Health Centre notified in writing of the names of the union representatives and/or Committee members and Officers of the Bargaining Unit appointed or selected under this Article as well as the effective date of their respective appointments.
- 6.08 All reference to union representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Bargaining Unit.
- 6.09 The Health Centre agrees to give representatives of the Ontario Nurses' Association access to the premises of the Health Centre for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Manager, Human Resources Services. Such representatives shall have access to the premises only with the approval of the Manager Human Resources Services which will not be unreasonably withheld.
- 6.10 Where a nurse makes prior arrangements for time off from a tour of duty, the nurse shall not be scheduled to work another tour that day.
- 6.11 Where a nurse is required to attend a committee meeting outside of regularly scheduled hours, she or he will be paid for all hours spent in attendance at meetings at her or his regular straight time hourly rate.
- 6.12 Labour Management & Health and Safety
- All members of committees will be responsible for notifying the appropriate Program Manager with the information as above.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her or his union representative. In the case of suspension or discharge, the Health Centre shall notify the nurse of this right in advance. The Health Centre also agrees, as a good labour relations practice, in most circumstances it will also notify the Bargaining Unit President.
- 7.03 It is the intent of the parties that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she or he has first given her or his immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with her or his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse. This discussion may include consultation, advice and assistance from others. If there is no settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days in the following manner and sequence:

Step No. 1

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

Step No. 2

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

- 7.04 A complaint or grievance arising directly between the Health Centre and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Health Centre shall be filed with the Bargaining Unit President or designate.
- 7.05 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately they may present a group grievance in writing signed by each nurse who is grieving to the Program Manager or designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06 The release of a probationary nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for:
- (a) reasons which are arbitrary, discriminatory or in bad faith;
 - (b) exercising a right under this Agreement.

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

A claim by a probationary nurse that she or he has been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve, if a written statement of such grievance is lodged by the nurse with the Health Centre at Step 2 within

seven (7) days after the date the release is effected. Such grievance shall be treated as a special grievance as set out below.

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

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

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

7.07

- (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration **as** hereinafter provided. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (~~34~~) calendar days after the decision under Step 2, it will be deemed to have been received within the time limits.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

7.08

It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the Health Centre and the representatives of the Association will be final and binding upon the Health Centre and the Association and the nurses.

7.09

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

7.10

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

- i) Selection decisions on job vacancies
- ii) Premiums
- iii) Scheduling issues
- iv) Article 19 – Compensation issues
- v) Entitlement to leaves, including vacation
- vi) Discipline up to, but not including discharge
- vii) Short term layoffs
- viii) Dues issues
- ix) Any other issues agreed by the parties

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

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

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

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

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

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

ARTICLE 8 - PROFESSIONAL RESPONSIBILITY

(Article 8.01 applies to employees covered by an Ontario College under the *Regulated Health Professions Act* only.)

- 8.01 The parties agree that resident care is enhanced if concerns relating to professional practice, resident acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

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

- (a) i) At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet resident care needs using current resources
- ii) If necessary, using established lines **of** communication, seek immediate assistance from an individual(s) identified by the Health Centre (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
- iii) Failing resolution of the workload issue at the time of occurrence, the nurse(s) will discuss the issue with her or his Manager or designate on the manager's or designate's next working day.
- iv) Complain in writing to the Labour-Management Committee within fifteen **(15)** calendar days of the alleged improper assignment. The Chair of the Labour-Management Committee shall convene a meeting of the Labour-Management Committee within ten **(10)** calendar days **of** the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

- v) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Labour-Management Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Health Centre and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chair.
 - vi) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.
 - vii) It is understood and agreed that representatives of the Ontario Nurses' Association, including the Labour Relations Officer and the Nursing Practice Officer, may attend meetings held between the Health Centre and the Association under this provision.
 - viii) Any complaint lodged under this provision shall be on the form set out in Appendix 3.
- (b) i) The list of Assessment Committee Chairs is attached as Appendix 2. During the term of this Agreement, the parties shall meet as necessary to review and amend by agreement the list of chairs of Professional Responsibility Assessment Committees.
- The parties agree that should a Chair be required, the Health Centre and the Ontario Nurses' Association will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairs. The name to be provided will be the top name on the list of Chairs who has not been previously assigned.
- Should the Chair who is scheduled to serve decline when requested, or it becomes obvious that she or he would not be suitable due to connections with the Health Centre or community, the next person on the list will be approached to act as Chair.
- ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chair and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

8.02

The Nursing Practice Committee will provide Terms of Reference, dates of meetings and minutes of each meeting to the Union Executive. Committee minutes will be provided to ONA members in a binder on the units. ONA members may make recommendations in writing to the Committee with a response from the Committee in writing.

ARTICLE 9 – PROFESSIONAL DEVELOPMENT

9.01 Preamble

Continuous professional development is a hallmark of professional nursing practice. **As** a self-regulating profession, nursing recognizes the importance of ongoing learning and the maintenance of competence in a dynamic practice environment. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing education activities; certification programs; independent learning and committee participation. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development.

9.02 Orientation and In-service Program

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

9.03 Before assigning a newly hired full-time/part-time nurse in charge of a nursing unit, the Health Centre will first provide orientation both to the Health Centre and to such nursing unit. It is understood that such nurse may be assigned to any tour as part of the nurse's orientation program, providing such assignment is in accordance with any scheduling regulations.

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

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

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

Each nurse shall be entitled to up to one (1) paid professional development day per calendar year. The nurse shall provide the Health Centre with as much notice as is practicable in order to ensure that replacement staff are provided.

9.07 (a) Nurses may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of Ontario Accountability Standards for RN's and RPN's Working with Students.

Nurses will be informed in writing of their responsibilities in relation to these students. Any information that is provided to the Health Centre by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students.

- (b) Nurses are expected, as part of their regular duties, to provide guidance and advice to members of the health care team.
- (c) Nurses may, from time to time, be assigned a formal mentorship role for a designated nurse. Mentorship is a formal supportive relationship between two nurses, which results in the professional growth and development of an individual practitioner to maximize her or his clinical practice. The relationship is time limited and focused on goal achievement. Orientation to the organization or general functioning of the unit does not constitute mentorship.

After consultation with the nurse being mentored, the Health Centre will identify the experiences required to meet her or his learning needs, and will determine the duration of the mentorship assignment and expectations of the mentor.

The Health Centre 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 parties. The Health Centre selects and assigns the mentor for a given mentoring relationship. At the request of any nurse, the Health Centre will discuss with any unsuccessful applicant ways in which she or he **may** be successful for future opportunities.

The Health Centre will review the workload of the mentor and the nurse being mentored to facilitate successful completion of the mentoring assignment.

The Health Centre will pay the nurse for this assigned additional responsibility a premium of sixty (606) cents per hour, in addition to her or his regular salary and applicable premium allowance.

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

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

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

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

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

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

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

- 9.11** Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for one year.

- 9.12** The Peer Feedback Process of the Quality Assurance Program Required by the College of Nurses of Ontario

The above referenced Peer Feedback is confidential information which the nurse is expected to obtain, by requesting feedback from peer(s) of her or his choice, for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College of Nurses of Ontario. The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program.

- 9.13** A 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 exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario. The hospital shall also provide any other support to the nurse as is reasonable in the circumstances.

ARTICLE 10 – SENIORITY

- 10.01** (a) Newly hired nurses shall be considered to be on probation for a period of seventy (70) tours worked from date of last hire (525 hours of work for nurses whose regular hours of work are other than the standard work day). If retained after the probationary period, the full-time nurse shall be credited with seniority from date of last hire and the part-time nurse shall be credited with seniority for the seventy (70) tours (525 hours) worked. With the written consent of the Health Centre, the probationary nurse and the Bargaining Unit President or designate, such probationary period may be extended. Where the Health Centre requests an extension of the probationary period, it will provide notice to the Association at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours) worked and, where requested, the Health Centre will advise the nurse and the Association of the basis of such extension with recommendations for the nurse's professional development.

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

10.02

- (a) A seniority list shall be established for all full-time nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary nurses shall be included in the seniority list.
- (b) A seniority list shall be established for all part-time and casual nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all regular part-time probationary nurses shall be included in the seniority list. Seniority on **such** lists will be expressed in terms of total hours worked.
- (c) A copy of the current seniority lists will be filed with the Bargaining Unit President **or** designate, and be posted bi-annually in April and September.

10.03

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

10.04

(Article **10.04** applies to full-time nurses only)

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

leave of absence in excess of thirty (30) continuous calendar days and voluntarily works occasional tour(s) during the leave period, the nurse shall be deemed to have continued on unpaid leave.)

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

Notwithstanding this provision, seniority and service will accrue and the Health Centre will continue to pay its portion of the premiums for benefit plans for nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave under Article 11.07 and for a period of up to thirty-seven (37) weeks while a nurse is on parental leave under Article 11.08. Seniority and service will accrue for an adoptive parent or a natural father for a period of **up to thirty-five (35) weeks** while such nurse is on a parental leave under Article 11.08.

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

10.05

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

- (a) leaves of her or his own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for twenty-four (24) calendar months;
- (d) refuses to continue to work or return to work during an emergency which seriously affects the Health Centre's ability to provide adequate resident care, unless a satisfactory reason is given to the Health Centre;
- (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Health Centre of such absence and providing a satisfactory reason to the Health Centre;
- (f) fails to return to work (subject to the provisions of 10.05 (e)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (g) fails upon being notified of a recall to signify her or his intention to return within twenty (20) calendar days after she or he has received the notice of recall mailed by registered mail to the last known address according to the records of the Health Centre and fails to report to work within thirty (30) calendar days after she or he has received the notice of recall or such further period of time as may be agreed upon by the parties;
- (h) is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced.
- (i) Seniority for part-time nurses shall accrue for absences due to a disability resulting in **WSIB** benefits, or illness or injury in excess of thirty (30)

consecutive calendar days. The rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the nurse is not absent due to vacation, pregnancy-parental leave, WISB, or illness or injury that exceeds thirty (30) consecutive calendar days.

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

- 10.06 (a) i) Where a permanent full-time vacancy occurs in a classification within the bargaining unit or a new full-time position within the bargaining unit is established **by** the Health Centre, such vacancy shall be posted for a period of seven **(7)** consecutive calendar days. Nurses in this bargaining unit may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days.
- ii) Where a permanent regular part-time vacancy occurs in a classification within the bargaining unit or a new regular part-time position within the bargaining unit is established by the Health Centre, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses in this bargaining unit may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days.
- iii) A copy of all job postings will be provided to the local Association at the time of posting.
- iv) The job posting provisions take precedence over any recall rights that employees may have under this agreement, unless otherwise provided herein.
- Where a full-time employee on layoff is the successful candidate for a vacant part-time position, she or he shall retain recall rights to her or his former position in the full-time bargaining unit for a period of six months from the date of her or his layoff. This shall also apply to a part-time employee on layoff who is the successful candidate for a vacant full-time position. In these circumstances, the job posting provisions will not apply.
- (b) A nurse may make a written request for transfer by advising the Health Centre and filing a Request for Transfer form indicating her or his name, qualifications, experience, present area of assignment, seniority and requested area of assignment. A Request for Transfer shall become active as of the date it is received **by** the Health Centre and shall remain so until December 31 following. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.

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

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

- (c) Nurses shall be selected for positions under either 10.06 (a) or (b) on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where seniority governs, the most senior applicant will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that she or he cannot satisfactorily perform the job to which she or he was promoted, the Health Centre will attempt, during the first (60 tours) (450 hours for nurses whose regular hours of work are other than the standard work day) worked from the date on which the nurse was first assigned to the vacancy, to return the nurse to her or his former job, and the filling of the subsequent vacancies will likewise be reversed. Notwithstanding the level of entry to practice (Baccalaureate Degree in Nursing) which will become effective in 2005, the Health Centre will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.
- (d) Vacancies which are not expected to exceed ~~sixty~~ **(60)** calendar days and vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) may be filled at the discretion of the Health Centre. In filling such vacancies consideration shall be given to regular part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question. If the temporary vacancy is not filled by a regular part-time nurse, consideration will be given to casual part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question, prior to utilizing non-bargaining unit nurses supplied by an agency or registry. It is understood, however, that where such vacancies occur *on* short notice, failure to offer part-time nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time nurses fill temporary full-time vacancies, such nurses shall be considered regular part-time and shall be covered by the terms of the part-time collective agreement. Upon completion of the temporary vacancy, such nurse shall be reinstated to her or his former position unless the position has been discontinued, in which case the nurse shall be given a comparable job. Full-time nurses may be considered for temporary full-time vacancies on the same basis **as** regular part-time nurses.
- (e) The Health Centre shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the nurse selected to fill the vacancy to be assigned to the job.
- (f) A nurse selected as a result of a posted vacancy or a Request for Transfer need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of her or his selection.

- (g) Where nurses are reassigned to meet resident care needs at the Health Centre, they will be reassigned to units or areas where they are qualified to perform the available work.

10.07

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

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

A partial or single shift reassignment of a nurse from her or his area of assignment will not be considered a layoff. Such reassignment will be determined by the least senior nurse on the unit being reassigned.

- (b) A "short-term layoff" shall mean
- i) anticipated to exceed six months in length, of any part of the Health Centre's facilities for the purpose of construction or renovation; or
 - ii) any other temporary layoff which is not anticipated to exceed three months in length.
- (c) A "long-term layoff" shall mean any layoff which is not a short-term layoff.
- (d) **The** Health Centre shall provide the local Association with **no** less than 30 calendar days' notice of a short term layoff. Notice shall not **be** required in the case of a cancellation of all or part of a single scheduled shift, provided that Article 14.12 has been complied with. In giving such notice, the Health Centre will indicate to the local Association the reasons causing the layoff and the anticipated duration of the layoff, and will identify the nurses likely to be affected. If requested, the Health Centre will meet with the local Association to review the effect on nurses in the bargaining unit.
- (e) Notice

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

- i) provide the Union with no less than four **(4)** months written notice of the proposed layoff or elimination of position; and
- ii) provide to the affected employee(s), if any, no less than three **(3)** months written notice of layoff, or pay in lieu thereof.

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

The Health Centre shall meet with the local Association to review the following:

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

10.08

- (a) In the event of a layoff, nurses shall be laid off in the reverse order of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be first laid off.
- (b) Nurses shall have the following entitlements in the event of a layoff:
 - i) A nurse who has been notified of a short-term layoff may:
 - A) accept the layoff; or
 - B) opt to retire if eligible under the terms of the Health Centre's pension plan as outlined in Article 17.04; or
 - C) elect to transfer to a vacant position, provided she or he is qualified to perform the available work; or
 - D) displace the least senior nurse in the bargaining unit whose work she or he is qualified to perform.
 - E) The nurse given notification must make her/his election within seventy-two (72) hours of receiving said notice.
 - ii) A nurse who has been notified of a long-term layoff may
 - A) accept the layoff; or
 - B) opt to retire if eligible under the terms of the Health Centre's pension plan as outlined in Article 17.04; or
 - C) elect to transfer to a vacant position provided that she or he is qualified to perform the available work; or
 - D) displace another nurse in any classification who has lesser bargaining unit seniority and who is the least senior nurse on a unit or area whose work the nurse subject to layoff is qualified to perform.
 - E) The nurse given notification must make her/his election within seventy-two (72) hours of receiving said notice.
 - iii) In all cases of layoff:

- A) Any agreement between the Health Centre and the Association concerning the method of implementation of a layoff shall take precedence over the terms of this article. The unavailability of a representative of the Association shall not delay any meeting regarding layoffs or as otherwise agreed to by the Parties.
 - B) Where a vacancy occurs in a position following a layoff hereunder as a result of which a nurse has been transferred **to** another position, the affected nurse will be offered the opportunity to return to her or his former position providing such vacancy occurs within six (6) months of the date of layoff. Where the nurse returns to her or his former position there shall be no obligation to consider the vacancy under Article 10.06. Where the nurse refuses the opportunity to return to her or his former position the nurse shall advise the Health Centre in writing.
 - C) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Association.
 - D) All regular part-time and full-time nurses represented by the Association **who** are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new nurse is hired into either category.
 - E) Full-time and part-time layoff and recall rights shall be separate.
 - F) Casual part-time nurses shall not be utilized while full-time or regular part-time nurses remain on layoff, unless the provisions of Article 10.09 (Recall) have been complied with or as otherwise agreed to by the Parties.
 - G) **No** new nurses shall be hired until all those nurses who retain the right to be recalled have been given an opportunity to return to work.
 - H) In this Article (10.08), a "vacant position" shall mean a position for which the posting process has been completed and no successful applicant has been appointed.
 - I) The option to "accept a layoff" as provided in this Article includes the right of an employee to absent her or himself from the workplace.
- (c) i) Where there are vacant positions available under Article 10, but the nurse is not qualified to perform the available work, and if such nurse **is** not able to displace another nurse under Article 10, the nurse will be provided with the necessary training up to twelve (12) weeks' training to enable the nurse to become qualified for one of the vacant positions. In determining the position for which training will be

provided the Health Centre shall take account of the nurse's stated preference.

- ii) When nurses would otherwise be recalled pursuant to Article 10 but none of the nurses on the recall list are qualified to perform the available work the Health Centre will provide necessary training up to twelve (12) weeks to nurses, in order of seniority, to enable them to become qualified to perform the available work.
- iii) Where a nurse receives training under this provision, she or he need not be considered for any further vacancies for a period of six (6) months from the date she or he is placed in the position.

10.09

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

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

The acceptance of a temporary vacancy that is anticipated to exceed sixty (60) calendar days shall be considered a recall from layoff for purposes of

Article 10.05(c). No new notice of layoff will be required and the nurse will be deemed to be laid off at the conclusion of the temporary vacancy.

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

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

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

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

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

10.10

- (a) A nurse who is transferred to a position outside of the bargaining unit for a period of not more than eight (8) months or is seconded to teach for an academic year shall not suffer any loss of seniority, service or benefits.

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

A nurse must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.

- (b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.

- (d) The Health Centre will advise the local Association of the names of any nurses performing the duties of positions outside of the bargaining unit pursuant to Article 10.10 and/or 19.04 (b), the date the assignment commenced, the area of assignment and the duration of such assignments.
- (e) (i) The assignment of patient care duties, including the delegation or direction of duties by members of the bargaining unit to other health care providers, shall be in accordance with the Regulated Health Professions Act and related statutes and regulations and in accordance with the guidelines established by the College of Nurses of Ontario from time to time and any Employer policy related thereto shall meet those requirements.
- (ii) The Parties shall engage in meaningful discussions respecting implementing staffing complements based on the benchmarks in the Pricewaterhouse Coopers report. The Parties shall meet within four (4) weeks of any request by either party to convene a meeting and there shall be no minimum or maximum number of meetings for this purpose. The party requesting the meeting shall specify the nature of the issues to be discussed at the meeting.
- (iii) The Health Centre may at its discretion request a College of Nurses of Ontario practice setting consultation. The Health Centre shall pay the costs, share any reports with ONA, and accept the nomination from the Bargaining Unit President with respect to the appointment of one (1) RN representative on the focus group.
- (iv) The Employer shall ensure that a representative of the Health Centre's management and an ONA representative attend together one (1) of the sessions put on by the College of Nurses of Ontario on the new RN/RPN guidelines as soon as possible following the award.

10.11

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

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

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

- (b) The Health Centre shall not contract out the work of a bargaining unit nurse if, as a result of such contracting out, any bargaining unit nurse other than a casual part-time nurse is laid off, displaced or loses hours of work or pay. Prior to contracting out any available work, the Health Centre will first offer the work on the basis of seniority to regular part-time nurses in the

bargaining unit. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry nurses for single shift coverage of vacancies due to illness or leaves of absence.

10.12

- (a) Before issuing notice of long term layoff pursuant to Article 10.07(e)(ii), and following notice pursuant to Article 10.07(e)(i), the Health Centre will make offers of early retirement allowance in accordance with the following conditions:
- i) The Health Centre will first make offers in order of seniority on the unit(s) where layoffs would otherwise occur.
 - ii) The Health Centre will make offers to nurses eligible for early retirement under the Health Centre pension plan (including regular part-time, if applicable, whether or not they participate in the Health Centre pension plan).
 - iii) If no nurses on the unit affected accept the offer, the Health Centre will then extend the offer to other nurses in the bargaining unit in order of seniority.
 - iv) The number of early retirements the Health Centre approves will not exceed the number of nurses who would otherwise be laid off.

A nurse who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, to a maximum ceiling of fifty-two (52) weeks' salary.

- (b) Where a nurse has received individual notice of long term layoff under Article 10.07 such nurse may resign and receive a separation allowance as follows:
- i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, she or he shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.
 - ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, her or she shall be entitled to a separation allowance of four (4) weeks salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.
 - iii) 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 an Employment Insurance benefit (26) weeks.

10.14 The Health Centre and the Association will utilize the services of a labour adjustment service provider as the parties may agree upon for purposes of a jobs registry, counselling, adjustment, training and development services.

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

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

ARTICLE 11 - LEAVES OF ABSENCE

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

11.02 Leave for Association Business

- (a) The Health Centre agrees to grant leaves of absence, without pay, to nurses selected by the Association to attend Association business including conferences, conventions and Provincial Committee meetings and to any nurse elected to the position of Local Co-ordinator. During such leave of absence, a nurse's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Health Centre and the local Association agrees to reimburse the Health Centre in the amount of the daily rate of the full-time nurse or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time nurse except for Provincial Committee meetings which will be reimbursed by the Association. The Health Centre will bill the local Association within a reasonable period of time.
- (b) Part-time nurses will receive service and seniority credit for all leaves granted under this Article.
- (c) Leaves of absence granted in accordance with a) above shall be pursuant to the following provisions:
 - i) Adequate notice of at least two (2) weeks is given to the Health Centre.
 - ii) Not more than five (5) employees shall be allowed such leave, understanding that no more than two (2) employees from one (1) unit will be allowed such leave.

- iii) The total number of days in any one (1) calendar year for such leave for all employees shall not exceed fifty (50) days. Should a nurse become the Local Co-ordinator as referred to in 11.02 (a) an additional fifty (50) days without pay will be granted to this individual to fulfil the duties of the position.
- iv) Such leave will not be unreasonably denied.

11.03 Leave, Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as she or he may require to fulfill the duties of the position. Reasonable notice- sufficient to adequately allow the Health Centre to minimize disruption of its services shall be given to the Health Centre for such leave of absence. Notwithstanding Article 10.04, there shall be no loss of seniority or service for a nurse during such leave of absence.

Leave of absence under this provision shall be in addition to the Association leave provided in Article 11.02 above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Health Centre and the Association agrees to reimburse the Health Centre in the amount of the full cost of such salary and applicable benefits.

11.04 Leave, President, O.N.A.

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

11.05 Bereavement Leave

A nurse who notifies the Health Centre as soon as possible following a bereavement shall be granted three (3) working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral of a member of her or his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse or grandchild. A nurse shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew. "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. "Immediate family" and "In-laws" as set out above shall include the relatives of "spouses" as defined herein. Where a nurse does not qualify under the above-noted conditions, the Health Centre may nonetheless grant a paid

bereavement leave. The Health Centre, in its discretion, may extend such leave with or without pay.

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

11.06

(a) Jury & Witness Duty

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

- (i) notifies the Health Centre 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 Health Centre 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 Health Centre. 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) Meetings with Counsel

Where the Health Centre requires a nurse to attend any meetings with a Health Centre's counsel in preparation for a case which either arises from a nurse's employment with the Health Centre or otherwise involves the Health Centre, the Health Centre will make every reasonable effort to schedule such meetings at the Health Centre 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 spent in such meetings at her or his regular straight time hourly rate of pay.

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 Health Centre 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 Health Centre, 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 Health Centre 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 Health Centre 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 Health Centre'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 Health Centre 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 (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.

11.08

Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the **Employment Standards Act**, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article **11.07** is eligible to be granted a parental leave of up to eighteen (**18**) weeks' duration, in accordance with the **Employment Standards Act**. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Health Centre 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 Health Centre, 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 Health Centre 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 Health Centre'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%**) 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 Health Centre 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. 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 (**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.

11.09 Education Leave

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

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

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**, he or she shall be treated in a manner consistent with this Article.

11.11 Pre-Paid Leave Plan

The Health Centre 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 Program Manager 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. Under the prepaid program shall be four (**4**) with no more than one (**1**) from any one unit. This includes both full-time and part-time employees. The year for purposes of the program shall be September **1** of one year to August **31** the

following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Association and the Health Centre.

- (d) Written applications will be reviewed by the Program Manager 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 Health Centre.
- (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 Health Centre 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 Program Manager 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 Health Centre 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 Health Centre **will** endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Health Centre is unable to find a suitable replacement, it may postpone the leave. The Health Centre 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 Health Centre in order to

authorize the Health Centre 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 Health Centre to enter the pre-paid leave program will be appended to and form part of the written agreement.

11.12 (a) Secondments

A nurse who is seconded from the Health Centre 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 Health Centre and the Health Centre 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 Health Centre of her or his intention to return to work at least two (2) weeks prior to the date of such return.

- (b) The Health Centre 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 Health Centre, 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 10.11, Seniority, the parties also agree that the Health Centre may allow a nurse from another Health Centre to be seconded to the Health Centre for a period not greater than one (1) year. It is understood that this nurse remains the employee of the sending Health Centre and is subject to the terms and conditions of employment of that Health Centre. If the seconded nurse is not covered by an ONA collective agreement, the Employer will ensure that the Union receives the equivalent of the dues remittance for all such workers.

ARTICLE 12 - SICK LEAVE AND LONG-TERM DISABILITY

(Articles 12.01 to 12.14 apply to full-time nurses only)

- 12.01** The Health Centre will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the **1980** Hospital of Ontario Disability Income Plan brochure.
- The Health Centre will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan). The employee will pay the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.
- 12.02** Effective the first of the month following the transfer, all existing sick leave plans in the Participating Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.
- 12.03** Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the nurse on the effective date of the transfer to the Plan set out in Article **12.01**. The "sick leave bank" shall be utilized to:
- (a) Supplement payment for sick leave days under the new plan which would otherwise be at less than full wages, and:
 - (b) Where a payout provision existed under the former sick leave plan in the Collective Agreement, payout shall be made on the termination of employment, or in the case of death, to the nurse's estate. The amount of the payout shall be a cash settlement at the nurse's then current salary rate for any unused sick credits to the maximum provided under the sick leave plan in which the nurse participated as of the date of this award;
 - (c) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, her or his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and the nurse shall be entitled to the same cash out provisions as set out in paragraph (b) above providing the nurse subsequently achieves the necessary service to qualify for payout under the conditions of the sick leave plan in which she or he participated as of the date of this award:
 - (d) Where a payout provision existed under the former sick leave plan in the Collective Agreement, a nurse who, as of the date of this award, has accumulated sick leave credits and is prevented from working for the Health Centre 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 Safety and Insurance Act***, the Health Centre, 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 Health Centre,

will equal one hundred per cent (100%) of the nurse's net earnings to the limit of the nurse's accumulated sick leave credits. Nurses may utilize such sick leave credits while awaiting approval of a claim for Worker's Compensation.

- 12.04 When a nurse has completed any portion of her or his **regularly scheduled** tour prior to going on sick leave benefits or, WSIB the nurse shall be paid for the balance of the tour at her or his regular straight time hourly rate. This provision will not disentitle the nurse to a lieu day under Article 15.05 if she or he otherwise qualifies.
- 12.05 Nurses **returning** to work from an illness or injury compensable under Workers' Safety Insurance Board will be assigned modified work as necessary, if available.
- 12.06 A nurse who transfers from full-time to part-time may elect to retain her or his accumulated sick leave credits to be utilized during part-time or subsequent full-time employment as provided under the sick leave plan in which the nurse participates as of October 23, 1981.
- 12.07 Any dispute which may arise concerning a nurse's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement. The Association agrees that it will encourage a nurse to utilize the carrier's medical appeals process, if any, to resolve disputes.
- 12.08 Nurses presently employed who are covered by a long-term disability plan in effect as of the date of this award, may elect to be covered by HOODIP or to continue their present coverage.
- 12.09 The Health Centre further agrees to pay employees an amount equal to any **loss** of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.
- 12.10 The Health Centre will notify each nurse of the amount of unused sick leave in her or his bank annually.
- 12.11 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.
- 12.12 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 12.13 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 for a period longer than one complete pay period may apply to the Health Centre for payment equivalent to the lesser of the benefit the nurse would receive from the Workplace Safety and Insurance Board 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 Health Centre and a written undertaking satisfactory to the Health Centre that any payments will be refunded to the Health Centre following final determination of the claim by The Workplace Safety and Insurance Board. If the claim for WSIB is not approved, the monies aid as an advance will be applied towards the benefits to which the nurse would be entitled

under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

- 12.14 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.
- 12.15 If the Employer requires the employee to obtain a medical certificate, the Health Centre 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 Health Centre 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 resident care, to relief periods during the tour on the basis of fifteen (**15**) minutes for each half tour. The time at which the rest period is taken shall be flexible, taking into consideration the demands of the unit and the employees' responsibilities.
- (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 Health Centre. The nursing schedule shall be in accordance with the following:
- i) Schedules shall be posted at least two (2) weeks in advance and shall cover at least a four (4) week period. Requests for change in posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days off or tour of duty.
- ii) The Health Centre shall schedule an employee one (**1**) weekend off in two (2) weeks.

An employee will receive the premium provided for in Article 14.03 for all hours worked on a third and subsequent consecutive weekend, save and except where:

- A) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - B) Such employee has requested weekend work, including by application for a posted position which includes only weekend work of 7.5 hours per shift; or
 - C) such weekend is worked as a result of an exchange of occasional shifts with another employee.
- iii) Subject to the requirements of the Employer and availability of staff, the Health Centre shall endeavour to accommodate employees on the shift of their choice. However, employees may be required by the Employer to work other shifts than those normally worked.
- iv) At least twelve **(12)** hours time off shall be scheduled when tours of duty are changed, unless as may otherwise be agreed to between the employee and the Health Centre. Foremployeeschanging from night duty, this provision shall allow at least twenty-four hour time off when the tour of duty is changed.
- v) Schedules may provide for not more than five (5) consecutive tours of work without days off. These restrictions shall not apply where an arrangement can be made which is mutually satisfactory to the employee and the Health Centre.
- vi) A) The Health Centre agrees to schedule five **(5)** consecutive days off for each employee during the Christmas and New Years period and such days off shall include Christmas Day or New Year's Day. The Health Centre may, at its discretion, waive all other scheduling requirements during this period.
- B) Where there are disputes arising from requests of same days off between employees and such request cannot be accommodated by the Health Centre, seniority shall apply.
- vii) Where an employee chooses equivalent time off provided for in Article **14.09**, this time shall be taken within thirty (30) calendar days or at a mutually agreeable time.
- viii) Regular Part-time employees shall be available to work the following:
- one (1) weekend in two **(2)** weeks
 - either the Christmas or New Year's holiday period
 - a minimum of two **(2)** shifts a week on any one or combination of shifts
- (ix) Casual employees will provide their availability in writing to the staffing department one month in advance of the posted schedule.
- Casual employees will provide their availability in writing for one month in the prime summer vacation period (June, July or August) and for one week over the **Christmas/New Year's** period.

Should a casual employee become unavailable they will notify the employer as soon as possible.

- (x) A weekend shall consist of a minimum of fifty-six (56) consecutive hours off work following the completion of the employee's Friday shift.

- (xi) Distribution of Additional Part-time Tours

All regular part-time employees in a unit will be scheduled up to their committed hours before any casual part-time nurses are utilized.

When regular part-time employees on the unit have been given the opportunity to work up to their commitment, two **(2)** shifts/week, the Health Centre will endeavour to offer additional tours to regular part-time employees on the unit on the basis of seniority, then to regular part-time in the facility by seniority prior to offering tours to casual employees subject to the following

- A) Employees who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Health Centre.
 - B) A tour will be deemed to have been offered whenever a call is placed.
 - C) It is understood that the Health Centre will not be required to offer tours which would result in overtime premium pay.
 - D) When a regular part-time employee accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Health Centre are made.
 - E) Provided they are qualified, employees may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing Health Centre practice.
- xii) Availability for replacement and additional shifts shall be declared for a four **(4)** week period.
 - xiii) Any request by the parties/or individuals wishing to implement innovative scheduling/weekend scheduling will be directed to the union. The parties will meet to discuss and develop guidelines prior to implementation of such scheduling.
- (d) Where a nurse notifies her or his Program Manager that she or he has been or will be unable to take the normal lunch break due to the requirement of providing patient care, such nurse shall be paid time and one half **(1 1/2)** her or his regular straight time hourly rate for all time worked in excess of her or his normal daily hours.

13.02

Where the Parties agree to 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 introduction or discontinuance of longer daily tours shall be determined by the parties.

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 resident care, ensure adequate staffing resources, and support cost-efficiency.** The parties agree that such innovative schedules may be determined by the Health Centre and Association subject to the following principles:

- (a) Such schedules shall be established by mutual agreement of the Employer and the Association.
- (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 parties. Such schedules may be discontinued by either party with notice as determined by the parties.
- (d) Upon written agreement of the Health Centre and Association, the parties may agree to amend collective agreement provisions to accommodate any innovative unit schedules.

ARTICLE 14 - PREMIUM PAYMENT

14.01

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

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

For purpose of clarity, a nurse who is required to work on her or his scheduled day off shall receive overtime premium of one and one-half (1 1/2) times her or his regular straight time hourly rate. The Health Centre agrees that if the Collective Agreement provided a greater overtime premium for overtime work immediately prior to this Agreement, the Health Centre 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 Health Centre. 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 Health Centre agrees that if the Collective Agreement provided a greater premium for overtime work immediately prior to this Agreement, the Health Centre 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 Health Centre to which a premium is attached shall be paid at one and one-half (1 1/2) times the nurse's regular straight time hourly rate or as otherwise provided.
- 14.04 Where a nurse is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of time and one-half (1 1/2) the nurse's regular straight time hourly rate as a result of 14.03 above and the nurse is required to work additional hours following her or his full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse) such nurse shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked.
- 14.05 A nurse who reports for work as scheduled, unless otherwise notified by the Health Centre, 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 Health Centre 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 Health Centre and is called in to work outside her or his regularly scheduled working hours, or where a nurse is called back from standby, such nurse shall receive time and one-half (1 1/2) her or his regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1 1/2) her or his regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her or his regularly scheduled shift. In such a case, the nurse will receive time and one-half (1 1/2) her or his regular straight time hourly rate for actual hours worked up to the commencement of her or his regular shift.
- 14.07** A nurse who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of two dollars and fifty cents (\$2.50) per hour for the period of standby scheduled by the Health Centre. Where such standby duty falls on a paid holiday, the nurse shall receive standby pay in the amount of three dollars (\$3.00) per hour. Standby pay shall, however, cease where the nurse is called in to work under Article 14.06 above and works during the period of standby.
- 14.08**
- (a) In computing a full-time nurse's regular straight time hourly rate under this Collective Agreement such rate shall be established by dividing the product of the nurse's regular monthly salary exclusive of any allowance or premium pay times twelve (12) by the regular average weekly hours times fifty-two (52).
 - (b) The regular straight time hourly rate for a part-time nurse will be the hourly rate in the wage schedule set forth in Article 19.01 (a).
- 14.09** (Article 14.09 applies to full-time nurses only)
- Where a nurse has worked and accumulated approved hours for which she or he is entitled to be paid premium pay (other than hours relating to working on paid holidays) such nurse shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e., where the applicable rate is time and one-half (1 1/2) then time off shall be at time and one-half (1 1/2)). Where a nurse chooses equivalent time off such time off must be taken within the period set out in the Article 13.01 (c) (vii) or payment in accordance with the former option shall be made.
- 14.10** A nurse shall be paid a shift premium of one dollar (\$1.00) per hour for each hour worked which falls within the hours defined as an evening shift and one dollar and twenty-five cents (\$1.25) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours. The defined hours of a night and evening shift shall be agreed to by the parties hereto.
- 14.11** Ambulance Escort

Where a nurse is assigned to provide patient care for a resident 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 Health Centre will not require the nurse to return to regular duties at the Health Centre 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 Health Centre or to such other location agreed upon between the Health Centre 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 Health Centre or to such other location agreed upon between the Health Centre 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 Health Centre and the nurse, the Health Centre will establish with the nurse arrangements for return travel.
- (d) The nurse shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.

14.12

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

It shall be the responsibility of the nurse to consult posted work schedules. The Health Centre 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 new schedule.

Where the first shift of the employee's new schedule 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.

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

- i) It shall be the responsibility of the regular part-time nurse to consult posted work schedules. The Health Centre will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the regular part-time nurse.
 - ii) Where less than twenty-four (24) hours' notice is given personally to the regular part-time nurse, time and one-half (1 1/2) of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of the nurse's new schedule. Such changes shall not be considered a lay-off.

Where the first shift of the employee's new schedule 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.
 - 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.
 - vi) 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 an employer is encountering problems around the provision of personal notice to nurses, the parties will endeavour to resolve these concerns at the Labour-Management Committee.

- 14.13** When a nurse is required to travel to the Health Centre 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 Health Centre will pay transportation costs either by taxi or by the nurse's own vehicle at the rate of twenty-two cents (\$0.22) per kilometer or Health Centre policy whichever is greater (to a maximum of twenty-five dollars (\$25.00)) or such greater amount as the Health Centre may in its discretion determine for each trip between the aforementioned hours. The nurse will provide to the Health Centre 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 Health Centre 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 Health Centre is unable to provide the hot meal.
- 14.15** A nurse shall be paid a weekend premium of one dollar and thirty-five cents (\$1.35) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as the local parties may agree upon. If a nurse is receiving premium pay under Article 14.03, pursuant to a local scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.

ARTICLE 15 - PAID HOLIDAYS

(Articles 15.01 to 15.06 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 listed herein.

New Year's Day
 Good Friday
 Victoria Day
 Canada Day – July 1st
 Civic Holiday
 Labour Day

Thanksgiving Day
 Boxing Day
 2nd Monday In Feb.
 Remembrance Day
 2nd Monday in June
 Christmas Day

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 Health Centre 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 Health Centre;
- (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 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 Health Centre 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.

- (a) The Health Centre will endeavour to schedule time off for recognized holidays as equitably as possible amongst employees in the same unit.
- (b) A tour that begins or ends during the twenty-four (24) hour period of the above holiday where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for a full period of the tour.
- (c) A lieu day shall be scheduled by mutual consent between the Health Centre and the employee within a period of seventy (70) days of the day on which the holiday falls or is observed or payment shall be made in accordance with Article 15.03.

15.07

(Applies to Part-Time nurses only)

If a regular part-time and casual 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.

ARTICLE 16 -VACATIONS

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

16.01

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

- (a) Employees who have completed less than one (1) year of full-time continuous service (as of the date for determining vacation entitlement in the individual Health Centre) 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.
- (b) Employees who have completed one (1) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Health Centre) 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) 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 Health Centre) 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) Employees who have completed (14) fourteen or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Health Centre) 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 three (23) years or more of full-time continuous service (as of the date for determining vacation entitlement in the individual Health Centre) 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) 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:

3 week entitlement - 6%

4 week entitlement - 8%

5 week entitlement - 10%

6 week entitlement - 12%

16.02 A nurse who leaves the employ of the Health Centre 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 Health Centre and accumulated on a continuous basis. **For** the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of full-time service and vice versa.

- 16.04
- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
 - (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
 - (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
 - (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 16.05 to 16.08 applies to part-time nurses only)

16.05 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:

3 week entitlement	- 6%
4 week entitlement	- 8%
5 week entitlement	- 10%
6 week entitlement	- 12%

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

Casual part-time 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.

16.06 A part-time nurse who leaves the employ of the Health Centre 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.

16.07 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 Health Centre 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.

16.08 Vacations

- (a) Full-time/Regular Part-time For the purpose of calculating vacations and eligibility, the vacation year shall be from May 1st of any year to April 30 of the following year.
- (b) Full-time/Regular Part-time An employee shall submit her/his written request for vacation period on or before April 1st of each year. The Health Centre will endeavour to schedule vacations on as equitable a basis as possible and having regard to the efficient operation of the Health Centre. Where a dispute arises as between employees requesting the same vacation times and such request cannot be accommodated by the Health Centre, seniority shall apply.
- (c) Vacations may not be accumulated from one (1) year to the next except with the express permission of the Health Centre. Employees may request to carry over up to seven (7) days vacation into the next year. The carried over vacation must be used during the next following vacation year. The Parties will meet in January of each year to determine the vacation quotas for that year.
- (d) Full-time Requests for more than 2 days vacation which are submitted after April 1st must be submitted at least one week in advance of the vacation day(s) requested except where there are extenuating circumstances. The Health Centre will endeavour to grant the employee's request. Where there is a conflict between employees, an employee who makes a request after April 1st may not exercise her/his seniority over an employee who has previously approved scheduled vacation.
- (e) An employee who has scheduled a vacation day must give at least one week advance notice to cancel the scheduled vacation, except where there are extenuating circumstances.

ARTICLE 17 - HEALTH AND WELFARE BENEFITS

(Article 17 applies to Full-Time nurses only)

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

- (a) The Health Centre agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Health Centre under the Ontario Health Insurance Plan.

- (b) The Health Centre agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Health Centre under the Liberty Health Semi-Private Plan (which is comparable to the Blue Cross Plan) or comparable coverage with another carrier.
- (c) The Health Centre agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Health Centre 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. In addition to the standard benefits, coverage will include hearing aids (maximum \$300/person) and vision care (maximum \$200.00 every 24 months), and Drug Formulary 3.
- (d) The Health Centre agrees to contribute 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Health Centre under H.O.O.G.L.I.P. 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 Health Centre 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 Health Centre.

- (f) The Health Centre agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Health Centre 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 with a one year lag and provide for recall oral examination to be covered once every nine (9) months (adults only); orthodontics 50/50 coinsurance with \$1000 maximum per insured lifetime providing the balance of the monthly premiums are paid by the employees through payroll deductions.
- (g) For purposes of health and welfare benefits under Article 17.01, dependent coverage is available to the nurse, to cover 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.

17.02

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

- 17.03** The Health Centre 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 Health Centre will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 17.04** All present nurses enrolled in the Health Centre's Pension Plan shall maintain their enrollment 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, enroll in the Plan when eligible in accordance with its terms and conditions.
- 17.05** The Health Centre shall continue to pay the premiums for benefit plans under this article and Article **12** Sick Leave and Long-Term Disability 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, 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 Health Centre 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** Sick Leave and Long-Term Disability. Upon request, the Health Centre will make the Plans available to the Association for inspection.
 - (b) The Health Centre shall notify the Association of the name(s) of the carrier(s) which provide the benefits plans defined in Article **17.01** to Article **17.06** inclusive and the LTD Plan defined in Article **12**. The Health Centre shall also provide the Association 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 unemployment insurance premium reduction will be retained by the Health Centre towards offsetting the cost of the benefit improvements contained in this agreement.
- 17.09** The Health Centre agrees that part-time nurses may pay, through payroll deductions, for full premium costs of the ONA sponsored benefit program, provided that the Health Centre's system can accommodate this. The ONA sponsored benefit plan will provide the Health Centre with an administrative rebate, if any.

The employer 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 of the ONA sponsored benefit plan.

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

The parties agree to give the Health Centre 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 Health Centre 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 Association and sufficient copies will be provided to the Health Centre and the Association, as requested. The cost of printing the Collective Agreement, will be shared equally by the Health Centre and the local Association.
- 18.02** Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice-versa where the context so requires. Where the singular is used, **it** may also be deemed to mean plural and vice-versa.
- 18.03** It shall be the duty of each nurse to notify the Health Centre promptly of any change in address or any change in temporary residency. If a nurse fails to do this, the Health Centre will not be responsible for failure of a notice sent by registered mail to reach such a nurse. A nurse shall notify the Health Centre of any change to her or his telephone number.
- 18.04** Medical examinations, re-examinations and any tests required under any legislation or regulation applicable to a long term care facility will be provided by the Health Centre. The nurse may choose her or his personal physician for all such examinations, unless the Health Centre has a specific objection to the physician selected.
- 18.05** The Health Centre shall pay its employees every two weeks by direct deposit and shall distribute to the employees at the workplace a pay statement which details the number of working hours, both regular and overtime, the date of the pay period, the deductions made and the name of the wage earner.
- In the case of an error on an employee's pay made by the employer, equivalent to more than four (4) hours pay, the employer will correct this error within two (2) business days of the Finance Department being made aware of the situation by the employee or employee's department.
- 18.06** Prior to effecting any changes in rules or policies which affect nurses covered by this Agreement, the Health Centre will discuss the changes with the Association and provide copies to the Association.
- 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 and or to take Antiviral Medication for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Health Centre will pay the 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) The Health Centre recognizes 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 Health Centre until such time as the nurse is cleared to return to work. If a nurse is placed on an 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 and to take the antiviral medication (as determined by the Minister of Health) 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 Health Centre will not oppose the claim.
- (g) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

18.08 Where any provision of this agreement or any practice thereunder is at any time contrary to law, this agreement is not to be deemed to be abrogated but is to be deemed to be amended so as to make the provisions of this agreement conform to the law.

18.09 The Health Centre, with the employee's consent, will inform the Association, within three (3) days of any employee who has been assaulted while performing her/his work. Such information shall be submitted in writing to the Association as soon as possible.

The Health Centre will consider a request for reimbursement for damages incurred to the employee's personal property.

18.10 (a) The Health Centre will provide to the Bargaining Unit President at the beginning of each month a written listing of all employees off work due to a work related injury and those on LTD and modified work.

- (b) When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Health Centre will notify and meet with an ONA staff representative and a member of the local executive to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Health Centre agrees to provide the employee and the Local Association (with the employee's consent), a copy of the employee's WSIB Form 7 at the same time as it is sent to the Board.

18.11 The Health Centre will designate first aid coverage. An RN who is designated in charge will assume a leadership role in the treatment and disposition of staff.

18.12 Modified Work/Accommodation

Employees requiring modification for return to work whether work related, LTD, or short term will be represented at the meeting by the local representative of the Ontario Nurses' Association with the option of involving a staff representative.

The employer will notify the local representative of all ONA employees in need of modified work/hours. Any plan for modified work must be provided to the Union.

18.13 Classification

In preparation for classification on a yearly basis the employer will replace the full-time RN designated to update care plans/documentation with another RN for the entire period required to complete the task.

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 and the monthly wage schedule for full-time Registered Nurses and the regular straight time hourly rates for all regular and casual part-time Registered Nurses shall be as follows:

Classification - Registered Nurse

	<u>Apr. 1, 2002</u>	<u>Dec. 1, 2002</u>	<u>Apr. 1, 2003</u>
Start	21.12	21.75	22.44
1	21.95	22.61	23.33
2	23.10	23.80	24.56
3	24.25	24.97	25.77
4	25.40	26.16	27.00
5	26.83	27.64	28.52
6	28.26	29.11	30.04
7	29.71	30.60	31.58
8	31.45	32.71	33.75

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, enroll in the Health Centre'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 Health Centre who holds a Temporary or Provisional Certificate of Registration as a registered nurse and who obtains her or his General 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 General certificate of Registration to the Program Manager 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*, he or she shall be treated in a manner consistent with this Article.

19.03 A nurse is required to present to the Program Manager or designate on or before February 15th of each year evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College

of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the Health Centre will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Health Centre. 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*, he or she 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.

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*, he or she shall be treated in a manner consistent with this Article.

- (b) Where the Health Centre 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 Health Centre agrees that it will not make work assignments which will violate the purpose and intent of this provision.

Where the higher classification is outside the bargaining unit and it is anticipated that the time in that position will be for a period of over four (4) weeks, the nurse will be paid as agreed upon between the Health Centre and the nurse. The nurse has the right to decline such assignment.

- (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*, he or she shall be treated in a manner consistent with this Article.

(d) i) 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 March 3, 2004, 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.

The Program Manager will designate one (1) RN per building per shift to assume responsibility as per this Article.

19.05

(Article 19.05 (a) applies to full-time nurses only)

- (a) Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. Once established consistent with this provision, credit for recent related experience will be retroactive to the nurse's date of hire. The nurse shall co-operate with the Health Centre by providing verification of previous experience so that her or his recent related clinical experience may be determined and evaluated during her or his probationary period. Having established the recent related clinical experience, the Health Centre will credit a new nurse with one (1) annual service increment for each year of experience 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 Health Centre. The Health Centre may also give effect to part-time nursing experience in special circumstances.

(Article 19.05 (b) applies to part-time nurses only)

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

NOTE: For greater clarity, prior nursing experience includes 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 Health Centre 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) 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 **10.03**. Casual part-time nurses will then advance on the grid in the same manner as regular part-time nurses.
- 19.07**
- (a) A part-time 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 Health Centre or the Health Centre makes a substantial change in the job content of an existing **classification** which in reality causes such classification to become a new classification, the Health Centre shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Health Centre agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Health Centre and the matter is not resolved following any meeting with the Association, 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 Health Centre and duties and responsibilities involved.

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

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

19.09

All provisions except the general wage increase are effective as of the date of ratification (as determined by the parties), save and except the changes to the insured benefits which will be effective as soon as practicably possible, but no later than sixty (60) days of the date of ratification.

Retroactive pay will be paid on the basis of hours paid within four full pay periods (approximately 8 weeks) of the date of ratification. 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 Health Centre may pay retroactivity as part of the regular pay. In such circumstances, the Employer 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 Health Centre will contact former employees at their last known address on record with the Health Centre, with a copy to the union, within sixty (60) days of ratification to advise them of their entitlement to retroactivity.

Such employees will have a period of sixty (60) days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the sixty (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 Health Centre and the Association agree to a job sharing arrangement, the introduction or discontinuance of such job sharing arrangements will be determined by the parties.

Once the Health Centre has determined that a vacancy exists and the Health Centre and the Association have agreed to a job sharing arrangement, the vacancy or vacancies to be posted will be determined by the parties and will be filled in accordance with Article 10.06.

The nurses involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of this agreement applicable to part-time nurses except for those modified as follows:

- (a) Schedules will conform with Articles of the collective agreement which set out scheduling.

- (b) Total hours worked by each of the job sharers shall be equal and, in total, shall be equivalent to one (1) full-time position. Job sharers will have the option of determining between themselves which partner will work on a scheduled tour, however, all scheduled tours must be covered. Such schedules will not be unilaterally imposed or changed by the Health Centre, but once the schedules are posted, they will not be changed without the permission of the Program Manager for the area concerned. Such permission will not be unreasonably withheld.
- (c) Each job share position will be granted at least five (5) consecutive days off over either Christmas or New Year's period, with such days including Christmas and New Year's Day. When one or both of the job sharers work over Christmas, neither can be required to work over New Year's and vice versa, unless mutually agreed *otherwise* between the employee and the Health Centre. Should job sharers on a job share position be assigned to work either Christmas or New Year's, they will be expected to work on at least five (5) consecutive days. Where both job sharers request to work Christmas or New Year's or request to have either off and a conflict exists, then seniority shall be the deciding factor.
- (d) Paid Holidays
- Job sharers will not be required to work, in total, more paid holidays than would one (1) full-time employee, unless mutually agreed *otherwise*.
- (e) Each job sharer may exchange shifts with *her/his* partner as well as other employees as provided by the collective agreement. A job sharer may exchange with employees other than *her/his* partner only on scheduled tours off for the full-time line in the master rotation.
- (f) i) It is expected that both job sharers will cover each other's incidental illnesses and vacations. If, because of unavoidable circumstances, one cannot cover the **other, the Program Manager must be notified** to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences. Job sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours where neither job share partner is scheduled and where such would not result in premium payment.
- ii) Vacation, Maternity Leave and other Leaves pursuant to Article 11 of the Collective Agreement
- In the event that one member of the job sharing arrangement goes on vacation, maternity leave and any other leave of absence identified under Article 11 of the collective agreement in excess of thirty (30) days, the remaining partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the employee is unable to cover the entire leave of absence, *she/he* must inform the Program Manager at least two (2) weeks prior to the posting of each schedule. If the employee cannot cover for *her/his* partner, the vacancy will be offered to the most senior regular part-time employee.

(g) Implementation

Where the job sharing arrangement arises out of the filling of a vacant full-time position, the full-time position will be posted first. In the event that there are no successful applicants, then both job sharing positions will be posted and selection will be based on the criteria set out in the collective agreement.

(h) i) An incumbent full-time employee wishing to share her/his position may do so without having her/his half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

ii) It is understood and agreed that the arrangement is for a trial period of three (3) months for the full-time employee originating the request. Once the trial period is over, the employee cannot revert to her/his former position except under (i) below.

(i) If one of the job sharers leaves the arrangement, her or his position will be posted according to the Collective Agreement. If there is no successful applicant to the position, the remaining employee will revert to her or his former status. If the remaining employee was previously full-time, the shared position will become her/his position. If the remaining employee was previously part-time and there is no part-time position available on the same unit, she or he shall exercise her or his layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

(j) Discontinuation

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

Should the Employer discontinue job sharing the employees currently working those arrangements will have the option of reverting to their former status or remain part-time.

ARTICLE 21 - DURATION

21.01 This Agreement shall continue in effect until March **31, 2004** 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.

21.02 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.

21.03 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.

21.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the parties will meet to determine the procedures to be followed.

ARTICLE 22 - APPENDICES

22.01 Attached hereto and forming part of this Agreement are the following appendices and Letters of Understanding

- Appendix1 - O.N.A. Grievance Form
 - Appendix2 - List of Professional Responsibility Assessment Committee - Chairpersons
 - Appendix3 - Professional Responsibility- Workload Report Form
- Letter of Understanding re: Article 10.10 (e)

Dated at Ottawa Ontario this 8th day of **June**, 2004.

FOR THE EMPLOYER

Paul Morris
Nicole Lecointe

FOR THE UNION

Heather McDonald
 Labour Relations Officer
Bayle
P. P. P.

APPENDIX 1 O.N.A. GRIEVANCE FORM

ONTARIO NURSES ASSOCIATION ASSOCIATION DES INFERMIÈRES ET INFIRMIERS DE L'ONTARIO		GRIEVANCE REPORT / RAPPORT DE GRIEF	
O.N.A. LOCAL SECTION LOCALE DE L'ARD GRIEVOR PLAIGNANTE DEPARTMENT SERVICE	EMPLOYER EMPLOYEUR	STEP ÉTAPE 1. 2. 3.	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
		GRIEVANCE NO. N° DU GRIEF	
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT			
SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP. SIGNATURE DE LA REP. DE L'ARD:	
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
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
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:			

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

- | | | | |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------|----|------------------------------------------------------------------------------------------------------------------|
| 1. | Lynne Taylor
Vice President
Patient Services
Queensway-Carleton Hospital
Ottawa | 5. | Mrs. Maxine Pastirik
Niagara College of Applied Arts
& Technology
Welland |
| 2. | Mrs. Patricia Lang
Vice-president, Academic
Georgian College
Barrie | 6. | Ms. Darlene Steven
Associate Professor
School of Nursing
Lakehead University
Thunder Bay |
| 3. | Ms. Louise Lemieux-Charles
Asst. Prof. & Program Director
HMRU, Dept. of Health Admin.
Faculty of Medicine
University of Toronto
Toronto | 7. | Pat Hall
Principal Chair
Seneca College
Toronto |
| 4. | Ms. Patricia Mandy
Vice President, Community Health
Hamilton Health Sciences Centre
Hamilton | 8. | Ms. Donna Tremblay
Dean, Health Sciences
Sault College of Applied Arts
& Technology
Sault Ste. Marie |

APPENDIX 3

O.N.A. PROFESSIONAL RESPONSIBILITY - WORKLOAD REPORT FORM**O.N.A. PROFESSIONAL RESPONSIBILITY
WORKLOAD REPORT FORM****SECTION 1: GENERAL INFORMATION**

Name(s) Of Employee(s) Reporting: (Please Print)

Employer: _____ Unit/Area/Program: _____

Date of Occurrence: _____ Time: _____ 7.5 hr. shift 11.25 hr. shift
Day/Mon/Wed

Name of Supervisor: _____ Date/Time Submitted: _____

SECTION 2: DETAILS OF OCCURRENCE

Provide a concise summary of the occurrence:

Is this an isolated incident? _____ An ongoing problem? _____ (Check one)

SECTION 3: WORKING CONDITIONSIn order to effectively resolve workload issues, please provide details about **the** working conditions at the time of occurrence by providing the following information:

# Regular Staff:	RN _____	RPN _____	Unit Clerk _____	Service Support _____
# Actual Staff:	RN _____	RPN _____	Unit Clerk _____	Service Support _____
Agency/Registry RN	Yes _____	No _____	How many? _____	
Junior Staff	Yes _____	No _____	How many? _____	
RN Staff Overtime:	Yes _____	No _____	If yes, how many staff? _____	Total Hours _____

'as defined by your unit/area/program.

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

Absence/Emergency Leave

Sick Call(s)

Vacancies

SECTION 4: PATIENT CARE FACTORS CONTRIBUTING TO THE OCCURRENCE

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

Change in patient acuity. Provide details:

Shortage of beds Patient census at time of occurrence _____

of Admissions _____ # of Discharges _____

Lack of equipment/malfunctioning equipment. Please specify: _____

Visitors/Family Members

Non-Nursing Duties: (Please specify) _____

Other: (Please specify)

SECTION 5: REMEDY

(A) At the time the workload issue occurred, did you discuss the issue within the unit/area/program?

Yes No Provide Details:

Was it resolved? Yes No

(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 No

Provide Details:

Was it resolved? Yes No

(C) Did you discuss the issue with your manager (or designate) on her/his next working day?

Yes No Provide details:

Was it resolved? Yes No

