

**Ontario Nurses' Association and The Participating Hospitals
Items in Agreement
January 31, 2023**

17.01 (g) Benefits Age 65 and Older

Semi-private hospital insurance, extended health care benefits, and dental benefits, **and accidental death and dismemberment benefits** will be extended to active full-time nurses from the age of sixty-five (65), and up to the nurse's ~~seventieth (70th)~~ **eightieth (80th)** birthday, on the same cost share basis as applies to those nurses under the age of sixty-five (65).

~~In the event that a nurse works past their seventy-fifth (75th) birthday, they shall be paid an amount equal to 13% of their hourly rate of pay in lieu of these benefits.~~

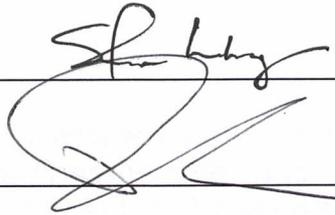
~~17.09 The parties agree to establish a Benefits Review Subcommittee which will include four representatives from the Union and four representatives from the Participating Hospitals to discuss the terms of the benefit plans (other than pensions) provided under the Collective Agreement and the administration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

Renumber subsequent provisions.

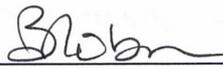
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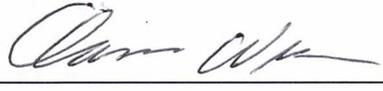
ON BEHALF OF
ONTARIO NURSES' ASSOCIATION:

ON BEHALF OF
THE PARTICIPATING HOSPITALS:

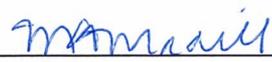


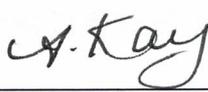


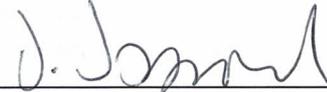


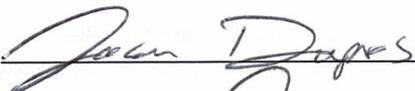




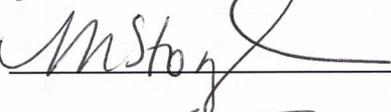


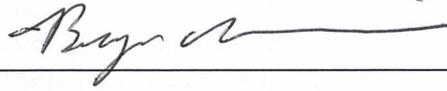








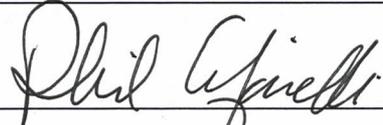


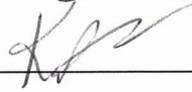










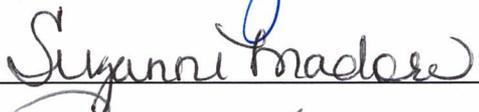










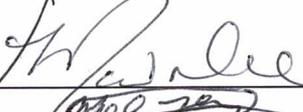


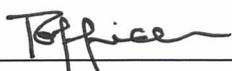




















**Ontario Nurses' Association and The Participating Hospitals
Items in Agreement
January 31, 2023**

10.07 (g) A nurse selected as a result of a posted vacancy or a Request for Transfer need not be considered for a further vacancy for a period of up to nine (9) months or for the initial duration of the vacancy to which the nurse was transferred, whichever is shorter, from the date of their transfer to the vacant position. This does not apply to nurses applying for vacancies or requesting a transfer to full-time or regular part-time positions posted in accordance with Article 10.07 that are on their unit, or nurses who posted or transferred as a result of a layoff, or nurses filling temporary vacancies applying for permanent positions **or nurses applying for a permanent position that is in a higher paying classification.**

11.13 Family Medical Leave

- (a) Family Medical Leave will be granted in accordance with the *Employment Standards Act* for up to twenty-eight (28) weeks within a fifty-two (52) week period.
- (b) A nurse who is on Family Medical Leave shall continue to accumulate seniority and service and the Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the nurse is participating during the leave.
- (c) Subject to any changes in a nurse's status which would have occurred had they not been on Family Medical Leave, the nurse shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

Appendix 7 – Renew the following Letters of Understanding”

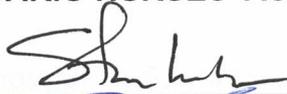
- Paid Professional Leave Days
- Part-time Voluntary Benefits
- Retention/Recruitment/Ratios
- Public Hospitals Act
- Grievance Commissioner System
- Registered Nurse Workforce – Health Human Resource Planning
- OHA Early Retiree Dental Benefits
- Commitment to Equity, Diversity and Inclusivity
- Optimal Complement of Registered Nurses (RNs)

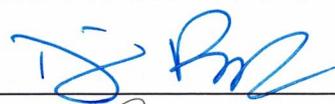
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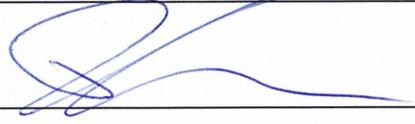
DATED this 31st day of January 2023.

ON BEHALF OF
ONTARIO NURSES' ASSOCIATION:

ON BEHALF OF
THE PARTICIPATING HOSPITALS:





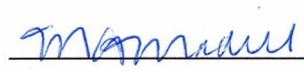


C. Hatcher

Bolan

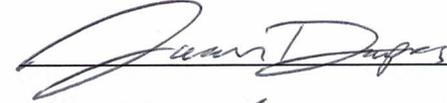


Angela Puroani



Y/Cay

J. Jomard

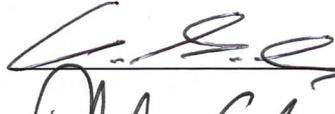




M. Steph







Elizabeth Audibert





Eusan Ryan



Suzanne Madore

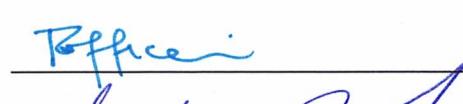
John Luce

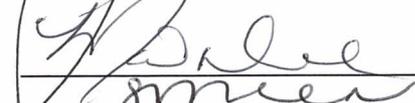




S. Thrie













Ontario Nurses' Association and The Participating Hospitals
Items in Agreement
February 2, 2023

5.05 The amounts so deducted shall be remitted monthly to the Vice-President, Local Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Hospital shall provide a list of nurses from whom deductions were made, their work site (if the bargaining unit covers more than one site), and the nurses' social insurance numbers, amount of dues deducted and, where feasible, the Hospital shall also provide the professional designation, job classification, and status of the nurses. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, **retirements (if known)**, terminations, new unpaid leave of absence of greater than one (1) month, returns from leaves of absence. A copy of this list will be sent concurrently to the local Union. The Hospital shall provide the information currently provided, in an electronic format.

The Hospital will also identify the dues month, name(s) of the bargaining unit and payroll contact information.

The Hospital will provide the members' current addresses and phone numbers it has on record, with the dues lists, at least every six months.

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*, they shall be treated in a manner consistent with this Article.

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:~~

- ~~(a) Selection decisions on job vacancies;~~
- ~~(b) Premiums;~~
- ~~(c) Scheduling issues;~~
- ~~(d) Article 19 — Compensation issues;~~
- ~~(e) Entitlement to leaves, including vacation;~~
- ~~(f) Discipline up to, but not including discharge;~~
- ~~(g) Short term layoffs;~~
- ~~(h) Dues issues;~~
- ~~(i) Any other issues agreed by the parties.~~

The matter shall be determined by a sole arbitrator, unless the parties agree **otherwise** 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 nursing practice issues and those agreed to be central rights 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.~~

Renumber subsequent provisions.

8.01 The parties agree that patient care is enhanced if ~~concerns~~ **issues** relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner. This provision is intended to appropriately address employee concerns relative to their workload issues in the context of their professional responsibility. In particular, the parties encourage nurses to raise any issues that negatively impact their workload or patient care, including but not limited to:

- Gaps in continuity of care;
- Balance of staff mix;
- Access to contingency staff;

- Appropriate number of nursing staff.

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

- (a)
 - i) At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.
 - ii) If necessary, using established lines of communication as identified by the hospital, seek immediate assistance from an individual(s) (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
 - iii) Failing resolution of the workload issue(s) at the time of occurrence or if the issue(s) is ongoing the nurse(s) will discuss the issue with their Manager (or designate) on the next day that the Manager (or designate) and the nurse are both working or within ten (10) calendar days whichever is sooner.

When meeting with the manager, the nurse(s) ~~may request the assistance of~~ **is/are entitled to be represented by a Union representative if requested by the nurse(s)** to support/assist them at the meeting.

- iv) Complete the ONA/Hospital Professional Responsibility Workload Report Form. The manager (or designate) will provide a written response on the *ONA/Hospital Professional Responsibility Workload Report Form* to the nurse(s) within ten (10) calendar days of receipt of the form with a copy to the Bargaining Unit President, Chief Nursing Executive, and the Senior Clinical Leader (if applicable).

When meeting with the manager, the nurse(s) ~~may request the assistance of~~ **is/are entitled to be represented by a Union representative if requested by the nurse(s)** to support/assist them at the meeting.

...

11.02 (b) ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Hospital, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond ~~twelve (12)~~ **eighteen (18)** months. Notwithstanding Article 10.04, there shall be no loss of

service or seniority for an employee during such leave of absence. **For a temporary staff position**, it is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Hospital of their intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to their former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

For nurses selected for a secondment position, it is agreed that the parties will come to agreement by Letter of Understanding which will include salary and applicable benefits. It is understood that in circumstances where the Union reimburses the Hospital for the cost of benefits, that such reimbursement will be at the rate of nineteen percent (19%).

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

- 12.14 If the Employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate **in a timely manner**. A medical certificate will include a certificate from a nurse practitioner and/or midwife in the context of the employee's pregnancy.

DATED this 2nd day of February 2023.

ON BEHALF OF
ONTARIO NURSES' ASSOCIATION:

ON BEHALF OF
THE PARTICIPATING HOSPITALS:

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Ontario Nurses' Association and The Participating Hospitals
Items in Agreement
February 3, 2023

10.16 Information Reported to the Union

- (a) A copy of all job postings will be provided to the local Union at the time of posting.

- (b) i) A list of vacancies filled in the preceding month under Articles 10.07 (a), and (b), and the names of the successful applicants, will be posted, with a copy provided to the Union.
 ii) The Hospital will provide the Union with a list of unfilled previously posted vacancies on a monthly basis in an electronic format. The Union will also be advised of any posted positions that have been rescinded by the Hospital in the preceding month.

- (c) A list of all vacancies expected to be sixty (60) days or more that were filled in the preceding month as per 10.07 (d) **and (e)**, including the names of the nurses selected and the anticipated duration of the vacancy, will be provided to the Union.

- (d) In order for the Union to be able to monitor the extent of work assignment between RNs and RPNs in the Hospital, the Hospital will provide the Union's Labour Relations Officer and Bargaining Unit President with semi-annual reports (by March 31 and September 30 each year), in an electronic format, by bargaining unit, site and by nursing unit, of the following:
 - i) The number of part-time and full-time RN bargaining unit hours worked.
 - ii) The number of part-time and full-time RPN bargaining unit hours worked.

- (e) The Hospital will provide the Union, on a quarterly basis, with satisfactory reporting respecting the use of agency nurses and the percentage that use represent of total bargaining unit hours worked (RN). The Union may, at its expense arrange for an audit of the information provided and the employer will cooperate in that audit process.

- (f) Details of the reporting requirements under (b) ii), (d) and (e) above will be agreed upon by the local parties where applicable.

Innovative Unit Scheduling

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

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

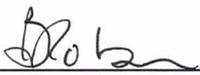
DATED this 3rd day of February 2023.

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ONTARIO NURSES' ASSOCIATION:

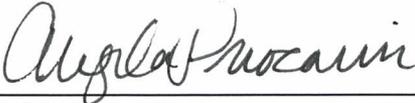
ON BEHALF OF
THE PARTICIPATING HOSPITALS:



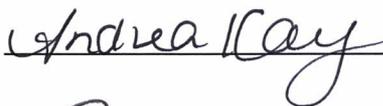




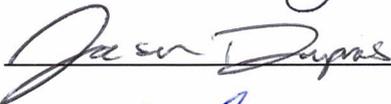




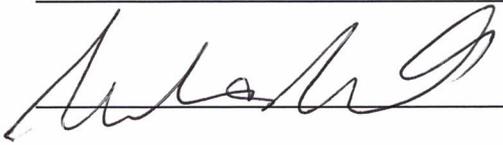






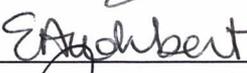








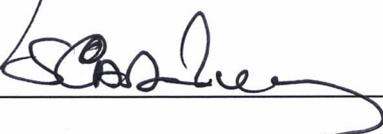










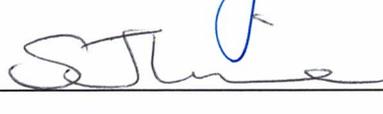


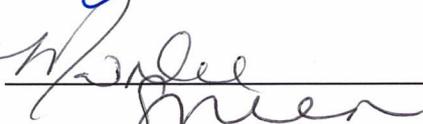




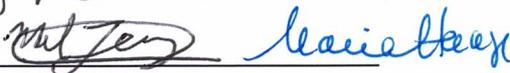




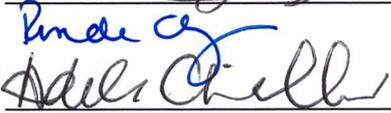














**Ontario Nurses' Association and The Participating Hospitals
Items in Agreement
March 2, 2023**

The Hospital withdraws their proposal on 11.02 (a) and the Union withdraws their proposal on the portability of HOODIP and Formulary 3 equivalent to CPS.

11.05 Bereavement Leave

A nurse who notifies the Hospital as soon as possible following a bereavement shall be granted four (4) consecutive working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral, or a memorial service (or equivalent) of a member of their 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 their 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 Hospital may nonetheless grant a paid bereavement leave. The Hospital, in its discretion, may extend such leave with or without pay, particularly where extensive travel is required.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding four (4) days in total, in order to accommodate religious and cultural diversity.

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

Individuals may request to utilize vacation and/or banked lieu time where extended travel is involved or where the bereavement relates to someone who otherwise does not qualify above. Such request will not be unreasonably denied.

13.04 Unit Weekend Worker

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

A unit weekend schedule is defined as a schedule in which a full-time weekend worker nurse works a weekly average of thirty (30) hours and is paid for 37.5 hours at their regular straight time hourly rate.

The schedule must include **at least** two ~~41.25 hours~~ **extended** tours which fall within a weekend period, **and an additional standard or extended tour** as determined by the Hospital and the Union. A nurse working a weekend schedule will work every weekend except as provided for in the provisions below.

If the Hospital and the Union agree to a unit weekend schedule, the introduction of that schedule and the manner in which the position(s) are filled, shall be determined by the local parties and recorded in the Appendix of Local Provisions. This unit schedule may be discontinued by either party with notice as determined within the Appendix of Local Provisions. Such agreement shall not be unreasonably withheld. The opportunity for an individual weekend worker nurse to discontinue this schedule shall be resolved by the local parties:

(a) ~~Weekend and shift~~ premiums shall not be paid.

(b) Vacation Bank

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

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

Drawing from the vacation bank will occur at an accelerated rate of 1.25 paid hours for every hour taken as vacation (i.e., 11.25 hours worked equals 14.0625 hours paid; 7.5 hours worked equals 9.375 hours paid).

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

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

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

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

(c) Paid Holiday Bank

Nurses qualify in accordance with the Collective Agreement. The paid holidays are identified in the Local Appendix.

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

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

If a nurse works on a paid holiday as defined by the local parties, they will receive one and one-half (1½) pay for all hours worked on a holiday. The nurse will not receive a lieu day. Article 14.04 also applies.

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

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

(d) Sick Leave

The nurse may utilize the overtime bank, and the paid holiday bank as income replacement for absences due to illness, as described in Article 13.04 (c) and (g).

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

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

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

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

(e) Leaves of Absence

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

(f) Tour Exchange

~~Weekend tour exchanges will be permitted only between weekend tour nurses.~~

~~Weekday tour exchanges will be permitted provided the Hospital does not incur additional costs.~~

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

(g) Overtime

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

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

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

(h) Scheduling Provisions

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

(i) Christmas Period

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

13.06 Skills and Knowledge Transfer Opportunities

The Hospital and Union may agree to the creation of work arrangements for expert nurses to provide support to novice nurses, on the following terms:

- (a) Such an arrangement shall be established by mutual agreement of the Hospital and the Union and the expert nurse affected. The parties agree that the arrangement applies to an individual, and is not a position. Such arrangement does not need to be posted per Article 10.07. The Hospital will issue expressions of interest for such arrangements.**
- (b) Upon written agreement of the Hospital and the Union, the parties may agree to amend any Collective Agreement provisions to accommodate any such arrangement.**

- (c) **Nothing in this article limits the application of Article 9.08.**
- (d) **Such arrangement may include an adjustment to the schedule of an expert nurse without affecting their full time or part time status. Such arrangement may also be an adjustment to their work assignment.**
- (e) **Any party may discontinue such arrangement with notice as determined within the agreement. In the event that the expert nurse affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.**

NOTE: The use of the term “novice” and “expert” refers to Benner’s Novice to Expert Model.

19.02 A nurse in the employ of the Hospital who holds a Temporary Class Certificate of Registration as a registered nurse ~~and who obtains their General Class Certificate of Registration~~ shall be given the salary of the Registered Nurse as provided in this Article. When the nurse obtains their General Class Certificate of Registration, they will notify the Chief Nursing Executive or their designate.

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*, they shall be treated in a manner consistent with this Article.

NOTE: The parties agree that salary grids for Graduate Nurses and/or temporary class shall be removed from Appendix 3.

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 their 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 Certificate of Registration obtains their 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 their experience level on the other grid. (The last two sentences apply to nurses only).

NOTE: Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to

the *Regulated Health Professions Act*, they shall be treated in a manner consistent with this Article.

~~(b) Where the Hospital temporarily assigns a Registered Staff Nurse to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period of one (1) full tour or more, at times when the incumbent in any such classification would otherwise be working, the nurse shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for such duty in addition to their regular salary. The Hospital agrees that it will not make work assignments which will violate the purpose and intent of this provision.~~

~~(c) (b) A nurse who holds a Temporary 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*, they shall be treated in a manner consistent with this Article.

Renumber remainder of provision.

22.01 This Agreement shall continue in effect until March 31, **2025** 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.

Appendix 2 – List of Professional Responsibility Assessment Committee Chairpersons – **Remove Ella (Helen) Ferris – IAC Chairs to be agreed within sixty (60) days of award.**

LETTER OF UNDERSTANDING **RE: MENTORSHIP GUIDELINES**

“Mentorship” is addressed in Article 9.08 (c). These guidelines are intended to assist the parties in implementing mentorship arrangements in accordance with the requirements of the Collective Agreement.

Definition

- Mentorship is a formal supportive relationship between two nurses, which enhances the professional growth and development of a nurse to maximize their clinical practice.
- Mentorship involves a three-way arrangement between the hospital, the nurse being mentored and the nurse doing the mentoring. The mentoring relationship is:
 - time limited,

- focused on goal achievement, and
 - unique to each mentorship experience.
- The hospital, the nurse being mentored and the nurse doing the mentoring are expected to clearly understand the goals/expectations of the mentorship relationship. Goals are individually determined based on the learning needs of the nurse being mentored, and, as such, may not be consistent for all nurses. The length of each mentorship arrangement will be individually defined dependent upon the goals for each nurse being mentored. Mentoring assignments will normally consist of full tours; however, it is also possible that mentorship assignments can be for less than a full tour and/or scheduled on an intermittent or one-time basis. It is also possible that more than one mentor may be assigned to a mentee during the course of a mentorship arrangement.

Mentorship does not include:

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

Key Elements

- A mentorship relationship includes the nurse doing the mentoring to:
 - plan the mentorship experience based on the learning needs of the nurse being mentored, including the identification and co-ordination of learning opportunities with other health care providers.
 - assess the ongoing competence/development of competencies of the nurse being mentored, including assessments of competence gaps, risk management in relation to patient care, and co-ordination of learning experiences.
 - assist the nurse being mentored to effectively meet patient care needs.
 - be responsible for the management of learning for the nurse being mentored.
 - participate in direct skill transfer where there is responsibility for the management of learning for the nurse being mentored.

- evaluate the learning experience of the nurse being mentored throughout the duration of the mentorship relationship, including the provision of written and/or verbal reports to management regarding progress towards goal achievement.
- It is recognized that the mentor and the nurse being mentored may not be together at all times during the mentorship period.
- The Hospital will pay the nurse for doing this assigned responsibility [mentoring] a premium of ~~sixty (60) cents per hour~~ **in accordance with Article 9.08 (c)**, in addition to their regular salary and applicable premium allowance.
- The Hospital will review the workload of the mentor and the nurse being mentored to facilitate successful completion of the mentorship assignment.

Implementation

- A Hospital may implement a mentorship relationship at any time during a nurse's employment when:
 - the nurse is experiencing difficulty in meeting standards of practice.
 - the nurse has a competency gap.
 - one-on-one management of the learning experience from an expert/experienced nurse will be of assistance.
- Mentoring may be implemented in various circumstances such as new hires to a unit; a nurse returns from a layoff or leave of absence (including sick leave or long-term disability) or for purposes of cross-training. This list is not all-inclusive and, as such, other circumstances may arise where the Hospital determines that a nurse requires mentoring.
- The decision to implement a mentorship experience as a mechanism to assist a nurse to meet standards of practice is the responsibility of the employer.
- The Hospital will provide, on a regular basis, all nurses with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the local parties. The Hospital selects and assigns the mentor for a given mentoring relationship.
- At the request of any nurse, the Hospital will discuss with any unsuccessful applicant ways in which they may be successful for future opportunities.
- The mentorship plan/arrangement for each mentoring relationship should be documented.

Evaluation

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

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

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

DATED this 2nd day of March 2023.

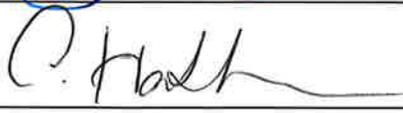
ON BEHALF OF
ONTARIO NURSES' ASSOCIATION:

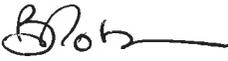
ON BEHALF OF
THE PARTICIPATING HOSPITALS:



 RN



 P. Holt

 RN



 Kay RN.



 RN



 RN



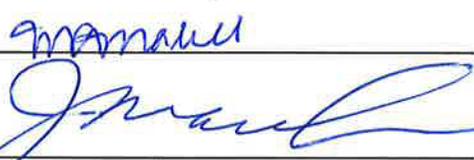
 RN



Elizabeth Archibert RN



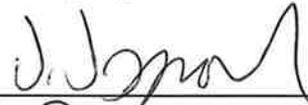
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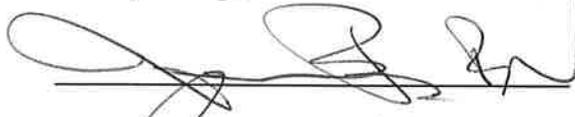


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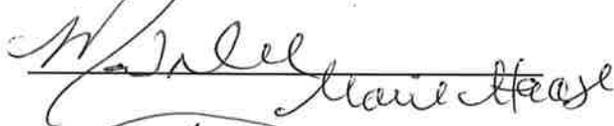


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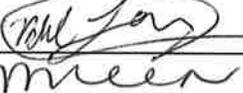


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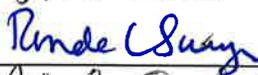


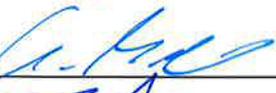
 Marie Hease















**Ontario Nurses' Association and The Participating Hospitals
Items in Agreement
June 1, 2023**

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

1. Claire Mallette
Director, School of Nursing
York University
Rm 313, HNES
4700 Keele Street
Toronto, ON M3J 1P3

2. Donna Rothwell
Senior Consultant
Healthtech Consultants
56 Carriage Road
St. Catharines, ON L2P 1T1

3. ~~Ella (Helen) Ferris
66 Lyall Avenue
Toronto, ON M4E 1W3~~

**Dawn Prentice
Graduate Program Director, Concurrent BNMN Program
Brock University, Department of Nursing
1812 Sir Isaac Brock Way
St. Catharines, ON L2S 3A1**

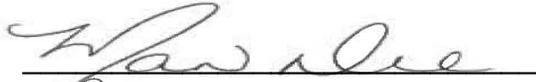
4. **Carol Young-Ritchie
1364 Shore Road
London, ON N6K 4Z8**

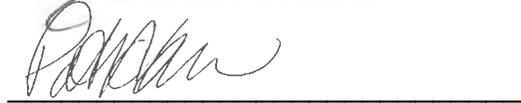
DATED this 4th day of July 2023.

**ON BEHALF OF
ONTARIO NURSES' ASSOCIATION:**









**ON BEHALF OF
THE PARTICIPATING HOSPITALS:**

