Ontario Nurses' Association and The Participating Hospitals Items in Agreement January 14, 2025

Throughout the collective agreement change Central to **Provincial**

Remove effective dates that are no longer applicable

Appendix 1 - Insert updated ONA Grievance form (see attached PDF)

19.04 (b) Group, Unit or Team Leader

Whenever an employee is assigned additional responsibility to direct, supervise or oversee work of employees within their 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 two dollars (\$2.00) per hour in addition to their regular salary and applicable premium allowance.

Effective July 20, 2023, Whenever an employee is assigned additional responsibility to direct, supervise or oversee work of employees within their 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 four dollars (\$4.00) per hour in addition to their regular salary and applicable premium allowance.

- 2.03 A nurse who holds a Temporary Class Certificate of Registration will be classified, for purposes of salary, at a level equal to the level previously accorded to the graduate nurse category.
- The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President, Local Finance Provincial Treasurer of the Union shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deduction as specified in the Dues Notification Letter. In the case of any changes to the local dues' levies, notification will be made by the local treasurer and such notification shall be the Hospital's conclusive authority to make the deduction specified.
- The amounts so deducted shall be remitted monthly to the Vice-President, Local Finance Provincial Treasurer 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, **personal e-mail addresses' (if known)**, 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.

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

(Clarity Note: 17.01 (h) i) above does not apply to employees who retire on or after April 1, 2011).

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

19.01 (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%.

Effective April 1, 2024, a Applicable straight time hourly rate + 14%.

19.01 (c) The hourly salary rates payable to a regular or casual part time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the

additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 13%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

Effective April 1, 2024 The hourly salary rates payable to a regular or casual part time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (10%).

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 10% or 14%, as applicable, which is paid in lieu of fringe benefits and accordingly the 10% or 14%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

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

Letter of Understanding Re Paid Professional Leave Days - Renew

Letter of Understanding Re Public Hospitals Act - Renew

Letter of Understanding Re Grievance Commissioner System - Renew

Letter of Understanding Re OHA Early Retiree Dental Benefits - Renew

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ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIERES ET INFIRMIERS DU L'ONTARIO L'ASSOCIATION DES INFIRMIÈRES ET INFIRMIÈRES **GRIEVANCE REPORT/RAPPORT DE GRIEF**



| ONA LOCAL SECTION LOCALE DE L'AIIO | EMPLOYER EMPLOYEUR | STEP ETAPE | DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION A L'EMPLOYEUR |
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| DEPARTMENT SERVICE | GRIEVANCE NO. NO DU GRIEF | 2. | |
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SETTLEMENT REQUESTED/REGLEMENT DEMANDE

| | ATURE OF GRIEVOR: SIGNATURE OF ASSOCIATION REP: SIGNATURE DU LA PLAIGNANTE: SIGNATURE DE LA REP. DE L'AIIO: | | |
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| STEP ONE | EMPLOYER'S ANSWER/REPONSE DE L'EMPL | OYEUR | DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT : |
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| STEP TWO | EMPLOYER'S ANSWER/REPONSE DE L'EMPL | EMPLOYER'S ANSWER/REPONSE DE L'EMPLOYEUR | |
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| STEP THREE | EMPLOYER'S ANSWER/REPONSE DE L'EMPL | OYEUR | DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT : |
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| ETAPE | DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT: | | SIGNATURE AND POSTION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR |

DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - ONA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AIIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE

Ontario Nurses' Association and The Participating Hospitals Items in Agreement January 16, 2025

- 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, **sexual orientation**, **gender identity, gender expression**, age, record of offences, marital status, family status, gender identity, gender expression, or disability", ref: *Ontario Human Rights Code*, Sec. 5 (2) and 10 (1).
- 3.04 (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex, **sexual orientation**, **gender identity**, **gender expression** 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.

- 3.04 (d) The parties recommend and encourage any employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the employer's harassment policies and process. The employee will be provided with a written response on the outcome of the investigation. Such process will be completed in a timely manner.
- 3.04 (h) The local parties will determine the appropriate means of promoting an effective and meaningful way of addressing discrimination and harassment issues, which may include, but is not limited to the following:
 - Reviewing the hospital's harassment policy and making joint recommendations to the Chief Nursing Executive.
 - Promoting a harassment free workplace where there is 'zero tolerance'.
 - Ensuring that all employees are familiar with the employer's harassment policy by identifying educational opportunities, including the orientation period for new employees.
 - Identifying supports and solutions to assist employees to deal with harassment and discrimination issues (i.e., Employee assistance Programs, staff supports).
 - Development of processes to address the accommodations/ modified work needs for nurses.

Development of assertiveness ongoing training and education programs.

3.05 The Hospital and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the Ontario Human Rights Code and the Accessibility for Ontarians with Disabilities Act.

6.05 (e) viii) Where the Hospital identifies high risk areas When nurses are exposed to infectious or communicable diseases in the workplace for which there are available protective medications, such medications shall be provided at no cost to the nurses.

10.07 Vacancies which are not expected to exceed sixty (60) (d) (i) calendar days (including vacancies caused due to illness, accident, leaves of absence [including pregnancy and parental]) may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to regular part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question. If the temporary vacancy is not filled by a regular part-time nurse, consideration will be given to casual part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question, prior to utilizing non-bargaining unit nurses supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time nurses fill temporary full-time vacancies, such nurses shall be considered regular part-time and shall be covered by the terms of the for part-time nurses in the Collective Agreement. Upon completion of the temporary vacancy, such nurse shall be reinstated to their former position unless the position has been discontinued, in which case the nurse shall be given a comparable job position. Where the Local parties agree, full-time nurses may be considered for temporary fulltime vacancies on the same basis as regular part-time nurses. A list of all vacancies expected to be sixty (60) days or more that were filled in the preceding month under this provision, including the names of the nurses selected and the anticipated duration of the vacancy, will be provided to the Union.

- 10.16 (a) A copy of all job postings will be provided to the local Union at the time of posting.
 - (b) The hospital will provide a monthly report containing the status (posted, filled, or rescinded) of all permanent and temporary vacancies including names of the successful applicant.

- 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.

Renumber remainder of Article

13.03 <u>Innovative Unit Scheduling</u>

The central provincial parties encourage local parties to determine the feasibility of introducing schedules, including but not limited to, 4 on/5 off, and self-scheduling, 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.

LETTER OF UNDERSTANDING

RE: CASUAL SENIORITY PRIOR TO OCTOBER 23, 1981

Whereas the parties agree that the strikethrough language as follows is no longer applicable and wish to delete it from the collective agreement;

Article 10.02 (c)

10.02 (c) A seniority list shall be maintained for casual part-time nurses for the purposes of Article 10.07 only. Seniority on such lists will be expressed in terms of total hours worked., and shall be established on the following basis:

i) At hospitals where casual nurses had seniority under the provisions of a Collective Agreement prior to October 23, 1981, such seniority shall continue with accumulation of hours worked since October 23, 1981.

ii) At hospitals where there was no such seniority, the seniority list in 10.02 (c) shall show accumulation of hours worked since October 23, 1981.

Articles 10.02 (c) (i) and (ii) apply to nurses only.

iii) Subsequently certified Hospitals shall establish dates for the commencement of the accumulation of seniority by local negotiations in accordance with the terms of the Memorandum of Conditions for Joint Bargaining.

And, whereas, the parties are unable to determine during bargaining if any casual nurses have not had their seniority expressed in terms of total hours worked;

The parties agree as follows:

- 1. The strikethrough language as identified above will be deleted from the current provision and the amended language will become 10.02 (c).
- 2. The Participating Hospitals agree:
 - (a) To provide each Bargaining Unit President with disclosure within sixty (60) days of ratification or award, the names of any bargaining unit nurse who was casual as of October 23, 1981 who potentially have not had their seniority expressed in terms of total hours worked.
 - (b) The Bargaining Unit President will confirm with the nurse(s) their seniority expressed in terms of total hours worked.
 - (c) The Participating Hospitals agree, that should any nurse identified in (a) not have had their seniority expressed in total hours worked as contemplated by the language in 10.02 (c) prior to this deletion, such nurse shall be entitled to have their seniority converted to total hours worked during the term of this collective agreement.
 - (d) The parties agree that this Letter of Understanding will be removed from the collective agreement during the next round of bargaining.

LETTER OF UNDERSTANDING

RE: ARTICLE 12.06

Whereas the parties agree that the language as follows is no longer applicable and wish to delete it from the collective agreement;

12.06 Nurses presently employed who are covered by a long-term disability plan in effect as of October 21, 1981, may elect to be covered by HOODIP or to continue their present coverage

And, whereas, the parties are unable to determine during bargaining if any nurses continue to be covered by another long term disability plan that was in effect as of October 21 1981;

The parties agree as follows:

- 1. The language as identified above will be deleted from the collective agreement.
- 2. The Participating Hospitals agree:
 - (a) To provide each Bargaining Unit President with disclosure within sixty (60) days of ratification or award, the names of any nurse(s) who were on staff as of October 21, 1981 and are enrolled in a long term disability plan other than 1980 HOODIP and the name of the plan.
 - (b) The Bargaining Unit President will confirm with the nurse(s) their enrollment in the other long term disability plan.
 - (c) The Participating Hospitals agree, that should any nurse identified in (a) remain enrolled in a long term disability plan other than 1980 HOODIP prior to this deletion, such nurse shall be entitled to elect to remain in the that plan or elect to be covered by 1980 HOODIP during the term of this collective agreement.
 - (d) The parties agree that this Letter of Understanding will be removed from the collective agreement during the next round of bargaining.

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Ontario Nurses' Association and The Participating Hospitals Items in Agreement January 28, 2025

Letter of Understanding re: Commitment to **Diversity**, Equity, Diversity and Inclusivity

The parties agree that patient care is enhanced when the workplace environment is reflective of the communities they serve, and that the goal of all is to provide quality care and equitable outcomes for patients. To that end, the parties are committed to promoting a workplace of diversity, **equity**, inclusion and where everyone feels valued. The parties are committed to a workplace that is inclusive of their diverse communities, including but not limited to Black, Indigenous, **Racialized and historically marginalized communities, including Two-Spirit**, Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, **(2SLGBTQI)** and the countless affirmative ways in which people choose to self-identify.

The parties value the contributions of all staff in the hospital and recognize that discriminatory and oppressive acts can negatively impact staff. The parties are committed to making an equitable working environment that is inclusive for all patients and staff.

To support this commitment, where a committee or other hospital forum does not already exist, the local parties will endeavour in the first year of the Collective Agreement to establish a committee or other hospital forum. The committee or hospital forum will discuss and implement strategies, initiatives and training programs that enhances the workplace to promote in an effective and meaningful way an environment that encourages, supports, and celebrates equity, diversity and inclusivity for patients and staff. This committee or hospital forum will include at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees and will meet on a frequency as determined by the committee or hospital forum.

General guidelines for the committee or other hospital forum, may include, but is not limited to:

- Listening, learning and unlearning
- Providing guidance on the supports available to Black, Indigenous, Racialized and historically marginalized members, including members of the 2SLGBTQI communities who face discrimination in the workplace.
- Recommending diversity, equity and inclusion initiatives
- Assisting with diversity, equity, and inclusion initiatives
- Providing on-going guidance to diversity, equity, and inclusion initiatives
- Advancing culturally appropriate services
- Supporting ongoing education and training for all employees.

Letter of Understanding re: Mentorship Guidelines – Renew

Letter of Understanding re: Supernumerary Positions – Renew

Letter of Understanding re: Supernumerary Positions-Nursing Career Orientation (NCO)

Initiative For Internationally Educated Nurses (IENS) - Renew

Letter of Understanding re: Part-Time Voluntary Benefits - Renew

ON BEHALF OF

ON BEHALF OF

| ONTARIO NURSES' ASSOCIATION: | THE PARTICIPATING HOSPITALS: |
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| ONA & The Participating Hospitals - Items in Agreement - | January 28, 2025 Page 3 of 3 |

Ontario Nurses' Association and The Participating Hospitals Items in Agreement January 30, 2025

Appendix 7 Letters of Understanding:

Letter of Understanding Re Retention/Recruitment/Ratios - Renew

Letter of Understanding Re Registered Nurse Workforce – Health Human Resource Planning – **Renew**

Letter of Understanding Re Optimal Complement of Registered Nurses (RNs) – Renew

This Agreement shall continue in effect until March 31, 2025 **2027** 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.

DATED this 30th day of January 2025.

| ON BEHALF OF ONTARIO NURSES' ASSOCIATION: | ON BEHALF OF THE PARTICIPATING HOSPITALS: |
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