COLLECTIVE AGREEMENT

BETWEEN

HOLLAND BLOORVIEW KIDS REHABILITATION HOSPITAL

AND

ONTARIO FEDERATION OF HEALTH CARE WORKERS

Expires: September 30, 2014
<table>
<thead>
<tr>
<th>Article</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Purpose</td>
<td>2</td>
</tr>
<tr>
<td>2. Recognition</td>
<td>2</td>
</tr>
<tr>
<td>3. Definitions</td>
<td>2</td>
</tr>
<tr>
<td>4. No Discrimination</td>
<td>3</td>
</tr>
<tr>
<td>5. Management Rights</td>
<td>3</td>
</tr>
<tr>
<td>6. No Strike, No Lockout</td>
<td>4</td>
</tr>
<tr>
<td>7. Union Security</td>
<td>4</td>
</tr>
<tr>
<td>8. Union Representation</td>
<td>5</td>
</tr>
<tr>
<td>9. Grievance Procedure and Arbitration</td>
<td>9</td>
</tr>
<tr>
<td>10. Professional Responsibility</td>
<td>12</td>
</tr>
<tr>
<td>11. Access to Files</td>
<td>14</td>
</tr>
<tr>
<td>12. Seniority</td>
<td>15</td>
</tr>
<tr>
<td>13. Job Security</td>
<td>20</td>
</tr>
<tr>
<td>14. Leaves of Absence</td>
<td>23</td>
</tr>
<tr>
<td>15. Hours of Work</td>
<td>31</td>
</tr>
<tr>
<td>16. Premium Payment</td>
<td>33</td>
</tr>
<tr>
<td>17. Paid Holidays</td>
<td>37</td>
</tr>
<tr>
<td>18. Vacations</td>
<td>38</td>
</tr>
<tr>
<td>19. Sick Leave, Health and Welfare Benefits</td>
<td>41</td>
</tr>
<tr>
<td>20. Miscellaneous</td>
<td>42</td>
</tr>
<tr>
<td>21. Wages</td>
<td>43</td>
</tr>
<tr>
<td>22. Termination and Renewal</td>
<td>43</td>
</tr>
<tr>
<td>Schedule A</td>
<td>45</td>
</tr>
<tr>
<td>Letter of Understanding - Contracting Out</td>
<td>46</td>
</tr>
<tr>
<td>Letter of Understanding – Weekend Worker Scheduling Arrangement</td>
<td>47</td>
</tr>
</tbody>
</table>
ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between Holland Bloorview Kids Rehabilitation Hospital and the RPNs covered by this Agreement; to provide for an on-going means of communication between the Union and Holland Bloorview Kids Rehabilitation Hospital 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 RPNs wish to work together with Holland Bloorview Kids Rehabilitation Hospital to secure the best possible nursing care and health protection for clients. Appropriate committees have been created under this Agreement to work towards this objective.

ARTICLE 2 – RECOGNITION

2.01 Holland Bloorview Kids Rehabilitation Hospital recognizes the Union as the exclusive bargaining agent of all its employees employed as Registered or Graduate Practical Nurses, save and except Operations Manager and persons above the rank of Operations Manager, nurse educator, or clinical nurse specialist.

ARTICLE 3 – DEFINITIONS

3.01 A “full-time” RPN is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 15.

3.02 A “part-time” RPN is a nurse who regularly works less than the normal full-time hours referred to in Article 15 and who offers to make a commitment to be available for work on a regular predetermined basis.

3.03 (a) (i) A “casual nurse” shall mean a nurse who is employed on a relief basis as and when required by the Employer
       (ii) A casual nurse will advise their Operations Manager of the dates and tours for which she or he may be available to work based on the dates reflected on the Staff Requests Document posted on each unit.
       (iii) If a casual nurse does not provide his or her availability for a period of three (3) consecutive months, the nurse’s employment will be terminated.
       (iv) The employment of a casual nurse shall be terminated where the nurse declines a shift for which she has declared herself available more than three (3) times in a three (3) month period.

3.04 The terms “RPN”; “Nurse” and “employee” in this Agreement shall mean those employees covered by the Collective Agreement by Article 2.01.
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.

The word “Holland Bloorview Kids Rehabilitation Hospital” as used in this Agreement shall refer to Holland Bloorview Kids Rehabilitation Hospital.

ARTICLE 4 – NO DISCRIMINATION

4.01 Holland Bloorview Kids Rehabilitation Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any RPN because of her membership or non-membership in the Union or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.

4.02 The Union agrees that there will be no Union activity, solicitation for membership, or collection of Union dues on Holland Bloorview Kids Rehabilitation Hospital premises or during working hours except with the written permission of Holland Bloorview Kids Rehabilitation Hospital or as specifically provided for in this Agreement.

4.03 The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or Holland Bloorview Kids Rehabilitation Hospital by reason or race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 The Union acknowledges that it is the exclusive function of Holland Bloorview Kids Rehabilitation Hospital to:

(a) Maintain order, discipline and efficiency.

(b) Hire, assign, retire, discharge, direct, promote, classify, transfer, lay-off, recall, suspend, or otherwise discipline RPNs, provided that a claim by a RPN who has completed her probationary period that she has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as is herein provided.

(c) Determine in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, the tours of duty, work assignments, working schedules, methods of doing work, the working establishment for any service and the location of work.
(d) Make and enforce and alter from time-to-time reasonable rules and regulations to be observed by the RPNs, provided that such rules and regulations shall not be inconsistent with the provisions of the Agreement.

(e) Determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith.

(f) Generally to operate Holland Bloorview Kids Rehabilitation Hospital in a manner consistent with the obligation of Holland Bloorview Kids Rehabilitation Hospital to the general public.

Holland Bloorview Kids Rehabilitation Hospital recognizes that the rights described in this Article shall be exercised in a manner consistent with all provisions of this Agreement.

ARTICLE 6 – NO STRIKE, NO LOCKOUT

6.01 The Union agrees that there shall be no strike and Holland Bloorview Kids Rehabilitation Hospital agrees that 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 7 – UNION SECURITY

7.01 Holland Bloorview Kids Rehabilitation Hospital will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Union dues and assessments designated by the Union.

7.02 Such dues shall be deducted monthly and, in the case of newly employed RPNs, such deductions shall commence in the month following their date of hire. There shall be no deduction from a part-time/casual RPN in a month in which the RPN does not work.

7.03 The amount of the regular monthly dues and assessments shall be those authorized by the Union and the Union shall notify Holland Bloorview Kids Rehabilitation Hospital of any changes therein and such notification shall be Holland Bloorview Kids Rehabilitation Hospital’s conclusive authority to make the deduction specified.

7.04 In consideration of the deducting and forwarding of Union dues by Holland Bloorview Kids Rehabilitation Hospital, the Union agrees to indemnify and save harmless Holland Bloorview Kids Rehabilitation Hospital against any claims for liabilities arising or resulting from the operation of this Article.

7.05 The amounts deducted under this Article shall be remitted monthly to the Union’s Provincial Office. In remitting such dues, Holland Bloorview Kids Rehabilitation
Hospital shall provide a list of RPNs from whom deductions were made, including their Social Insurance Numbers, address, phone numbers and gross wages and employee status. The Employer will notify the Union monthly regarding any new hires, terminations or leaves of absences lasting more than two months.

7.06 Holland Bloorview Kids Rehabilitation Hospital agrees that a RPN representative in the employ of Holland Bloorview Kids Rehabilitation Hospital shall be allowed a reasonable period not to exceed fifteen minutes during regular working hours to interview newly employed RPNs during their orientation period. During such interview, membership forms may be provided to the RPN. Such meetings may be arranged collectively or individually for employees by Holland Bloorview Kids Rehabilitation Hospital as part of the orientation program.

7.07 A copy of this Collective Agreement shall be issued by the Union to each RPN in the employ of Holland Bloorview Kids Rehabilitation Hospital and to each RPN employed during the term of this Agreement and thereafter. The cost of preparing such copies shall be borne equally by Holland Bloorview Kids Rehabilitation Hospital and the Union.

ARTICLE 8 – UNION REPRESENTATION

8.01 RPN Representatives and Grievance Committee

(a) Holland Bloorview Kids Rehabilitation Hospital agrees to recognize three (3) RPN representatives (plus one (1) alternate who may only act in the absence of one of the other three representatives) to be elected or appointed from amongst the employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.

If more than one (1) representative is elected from any one unit, Holland Bloorview Kids Rehabilitation Hospital will endeavour to accommodate all requests for attendance at meetings related to Union business if operationally feasible.

(b) Holland Bloorview Kids Rehabilitation Hospital will recognize a Grievance Committee of three (3) Union members of which only two (2) shall participate in grievance meetings with Holland Bloorview Kids Rehabilitation Hospital at any one time. Their function will be to deal with complaints or grievances as set out in this Collective Agreement.

(c) It is agreed that RPN representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for Holland Bloorview Kids Rehabilitation Hospital 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 RPN representative or member of the Grievance Committee is required to enter a 24 Hour Client Care unit within Holland Bloorview Kids Rehabilitation Hospital in which she is not ordinarily employed she shall, immediately upon entering such unit, report her 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. A committee member shall suffer no loss of earnings for time spent during her regular scheduled working hours in attending grievance meetings with Holland Bloorview Kids Rehabilitation Hospital up to but not including arbitration.

8.02 Labour-Management Committee

(a) There shall be a labour-Management Committee consisting of an equal number of representatives not to exceed three (3) each, of staff RPNs appointed or elected by the Union and Holland Bloorview Kids Rehabilitation Hospital representatives.

(b) The Committee shall meet every two (2) months unless otherwise agreed. The duties of chairperson 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, but shall not be limited to:

i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality or quantity of client care;

ii) dealing with complaints referred to it in accordance with the provisions of Article 10, Professional Responsibility;

iii) discussing and reviewing matters relating to orientation and in service programs;

iv) Dealing with future emergency situations of an unexpected nature that may challenge Holland Bloorview Kids Rehabilitation Hospital’s ability to deliver safe healthcare and requires a temporary change to Holland Bloorview Kids Rehabilitation Hospital’s normal operating procedures;
(d) Any representatives attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as result of such absence.

8.03 Negotiating Committee

(a) Holland Bloorview Kids Rehabilitation Hospital agrees to recognize a Negotiating Committee comprised of three (3) representatives of the Union employed by Holland Bloorview Kids Rehabilitation Hospital and a representative with the Ontario Federation of Health Care Workers for the purpose of meeting with Holland Bloorview Kids Rehabilitation Hospital to negotiate renewal agreements.

(b) Holland Bloorview Kids Rehabilitation Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regularly scheduled working hours in attending such negotiating meetings with Holland Bloorview Kids Rehabilitation Hospital up to but not including arbitration.

(c) Holland Bloorview Kids Rehabilitation Hospital shall grant unpaid time off to allow Negotiating Committee members to attend arbitration hearings unless it is not possible to provide necessary patient coverage. For any unpaid leave of absence under this provision, the RPN's salary and applicable benefits shall be maintained by Holland Bloorview Kids Rehabilitation Hospital and the Union agrees to reimburse Holland Bloorview Kids Rehabilitation Hospital in the amount of the full cost of such salary and benefits.

8.04 Accident Prevention – Health and Safety Committee

(a) Holland Bloorview Kids Rehabilitation Hospital and the Union agree that they mutually desire to maintain standards of safety and health in Holland Bloorview Kids Rehabilitation Hospital in order to prevent accidents, injury and illness.

(b) Recognizing its responsibilities under the applicable legislation, Holland Bloorview Kids Rehabilitation Hospital agrees to accept as a member of its Accident Prevention – Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

(c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommended actions to be taken to improve conditions related to safety and health.

(d) Holland Bloorview Kids Rehabilitation Hospital agrees to cooperate reasonably in providing necessary information to enable the committee to
fulfill its functions. In addition, Holland Bloorview Kids Rehabilitation Hospital will provide the committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.

(e) Meetings shall be held every third 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 such representative(s) to attend meetings of the Accident Prevention – Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.

(g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

(h) All times spent by a member of the Accident Prevention – Health and Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be work time for which she shall be paid by Holland Bloorview Kids Rehabilitation Hospital at her regular rate and she shall be entitled to such time from work as is necessary to attend scheduled meetings.

(i) 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 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 maternity leave.

(j) Where Holland Bloorview Kids Rehabilitation Hospital identifies high risk areas where RPNs are exposed to Hepatitis B, Holland Bloorview Kids Rehabilitation Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

(k) When Holland Bloorview Kids Rehabilitation Hospital identifies that nurses are at risk of exposure to or have been exposed to communicable diseases and determines that protective medications are appropriate, such medications shall be provided at no cost to the nurses.

8.05 The Union may hold meetings on Holland Bloorview Kids Rehabilitation Hospital premises providing permission has first been obtained from the Director, Human Resources.
ARTICLE 9 – GRIEVANCE PROCEDURE AND ARBITRATION

9.01 For purpose 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.

9.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an RPN is entitled to be represented by her representative. In the case of suspension or discharge, Holland Bloorview Kids Rehabilitation Hospital shall notify the RPN of this right in advance.

9.03 It is the mutual desire of the parties hereto that complaints of RPNs shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her 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 RPN and failing settlement within
nine (9) calendar days following advice of her immediate supervisor’s decision in the following manner and sequence:

Step No. 1

The RPN may submit a written grievance, signed by the employee, to her immediate supervisor. The grievance shall be in writing 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 immediate supervisor will deliver her decision in writing within nine (9) calendar days following the day on which the grievance was presented to her. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the employee may submit the written grievance to the Chief Nurse Executive and Senior Director, Rehabilitation and Complex Continuing Care or her designate who will deliver her decision in writing within nine (9) calendar days from the date on which the written grievance was presented to her. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

Step No. 3

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Vice President, Human Resources and Organization Development or her designate. A meeting will then be held between the Vice President, Human Resources and Organization Development or her designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. It is understood and agreed that a representative of the Ontario Federation of Health Care Workers and the grievor may be present at the meeting. It is further understood that Holland Bloorview Kids Rehabilitation Hospital’s Vice President, Human Resources and Organization Development or her designate may have such counsel and assistance as she may desire at such meetings. The decision of Holland Bloorview Kids Rehabilitation Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

9.04 A complaint or grievance arising directly between Holland Bloorview Kids Rehabilitation Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by Holland Bloorview Kids Rehabilitation Hospital shall be
filed with the Local President or her designate. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee, or group of employees, which such employee(s) could himself/herself institute and the regular grievance procedure shall not be thereby bypassed.

9.05

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Chief Nurse Executive and Senior Director, Rehabilitation and Complex Continuing Care or her designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the RPN(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9.06

In the event of discipline or discharge of any employee, Holland Bloorview Kids Rehabilitation Hospital agrees to provide written reasons within seven (7) calendar days to the affected employee and further agrees that it will not suspend, discharge or otherwise discipline an employee who has completed her probationary period without just cause.

9.07

The parties agree that the discharge of employees during their probationary period is neither grievable nor arbitrable. A claim by an employee who has completed her probationary period that she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with Holland Bloorview Kids Rehabilitation Hospital at Step No. 3 within seven (7) calendar days after the receipt of the reasons referred to in Article 9.06. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

(a) confirming Holland Bloorview Kids Rehabilitation Hospital's action in dismissing the RPN; or

(b) reinstating the employee 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.

9.08

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 questions 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 eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after
the decision under Step No. 3, it will be deemed to have been received within the time limits.

9.09 All agreements reached under the grievance procedure between the representatives of Holland Bloorview Kids Rehabilitation Hospital and the representatives of the Union will be final and binding upon Holland Bloorview Kids Rehabilitation Hospital and the Union and the employees.

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

9.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

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

9.13 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.

9.14 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 RPN or RPNs concerned.

9.15 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.

9.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

9.17 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, R.S.O. 1995, c. L. 2, as amended.

ARTICLE 10 – PROFESSIONAL RESPONSIBILITY

10.01 The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuation workloads and fluctuating staff are resolved in a timely manner.

In the event that Holland Bloorview Kids Rehabilitation 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, seek immediate assistance from an individual(s) identified by Holland Bloorview Kids Rehabilitation Hospital who has responsibility for timely resolution of workload issues.

(iii) Failing resolution of the workload issue at the time of the occurrence, the nurse(s) will discuss the issue with her/his manager or designate on the manager of designate’s next working day.

(b) Failing resolution, the complaint shall be submitted in writing to the Labour-Management Committee. The Chair of the Labour-Management Committee shall convene a meeting of the 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.

10.02 Orientation and In-Service Program

Holland Bloorview Kids Rehabilitation Hospital recognizes the need for a Holland Bloorview Kids Rehabilitation Hospital Orientation Program of such duration as it may deem appropriate taking into consideration the needs of Holland Bloorview Kids Rehabilitation Hospital and the RPNs involved.

10.03 RPNs recalled from layoff under Article 12.07, employees whose probationary period has been extended under Article 12.01, and employees who are transferred on a permanent basis may be provided any orientation determined necessary by Holland Bloorview Kids Rehabilitation Hospital. If an employee believes she/he requires orientation, she/he shall first discuss the matter with the Operations Manager, then the Chief Nurse Executive and Senior Director, Rehabilitation and Complex Continuing Care.
Both Holland Bloorview Kids Rehabilitation Hospital and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members’ responsibility for their own professional development and Holland Bloorview Kids Rehabilitation Hospital will endeavour to provide programs related to the requirements of Holland Bloorview Kids Rehabilitation Hospital. Available programs will be publicized and Holland Bloorview Kids Rehabilitation Hospital will endeavour to provide employees with opportunities to attend such program during their regularly scheduled working hours.

When a RPN is on duty and authorized to attend any in-service program within Holland Bloorview Kids Rehabilitation Hospital and during her regularly scheduled working hours, she shall suffer no loss of regular pay. When an employee is required by Holland Bloorview Kids Rehabilitation Hospital to attend courses outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at his/her regular straight time hourly rate of pay.

RPNs may be required, as part of their regular duties, to supervise the activities of students and will be informed in writing of their responsibilities in relation to these students.

Any information that is provided to Holland Bloorview Kids Rehabilitation Hospital by the educational institution with respect to the skill level of the students will be made available to the employees recruited to supervise the students.

Holland Bloorview Kids Rehabilitation Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which Holland Bloorview Kids Rehabilitation Hospital has decided to introduce which will significantly change the status of the RPN within the bargaining unit.

Holland Bloorview Kids Rehabilitation Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned.

RPNs, who are subject to layoff due to technological change will be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 12.07 will apply.

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

**ARTICLE 11 – ACCESS TO FILES**

A copy of any completed evaluation which is to be placed in an employee’s file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation
prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by Holland Bloorview Kids Rehabilitation Hospital against the employee.

Each employee shall have reasonable access to her human resource files for the purpose of reviewing their contents in the presence of the Vice President, Human Resources and Organization Development or designate. A copy of the evaluation will be provided to the employee at her request.

11.02 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that the employee’s record has been discipline free for said twelve (12) months. Any absence of greater than thirty (30) weeks shall not count toward the discipline-free period.

11.03 Quality Assurance Program

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 components of the Quality Assurance Program. The above referenced Peer Feedback will not be used for performance evaluation purposes.

11.04 A nurse shall be entitled to a 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 period of leave may include the night shift prior to and any scheduled shifts commencing on the day of the examination as long as payment under this clause does not result in payment for more than one regularly scheduled shift.

Nurses will be credited with seniority for all such hours paid as provided above for the purpose of writing such exams.

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

ARTICLE 12 - SENIORITY

12.01 (a) Probationary Period

Newly hired employees shall be considered to be on probation for a period of sixty (60) tours worked from date of last hire (450 hours of work for RPNs whose regular hours of work are other than the standard work day). A full-time RPN retained after the probationary period shall be credited with seniority from date of last hire. A part-time RPN retained after the
probationary period shall be credited for the sixty- (60) tours (450 hours) worked. With the written consent of Holland Bloorview Kids Rehabilitation Hospital, the probationary employee and the President of the Local Union or her designate, such probationary period may be extended. 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, Holland Bloorview Kids Rehabilitation Hospital will advise the RPN and the Union of the basis of such extension.

(b) A RPN who transfers from casual or regular part-time to full-time status shall not be required to serve a probationary period where she has previously completed one since her 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) from the time of hire immediately preceding the transfer shall be credited towards the probationary period.

(c) A RPN who transfers from casual part-time or full-time to regular part-time status shall not be required to serve a further probationary period where she has previously completed one since her date of last hire. Where no such probationary period has been served, the number of tours or the number of hours worked during the nine (9) months immediately preceding the transfer shall be credited towards the probationary period.

(d) A nurse who is rehired by Holland Bloorview Kids Rehabilitation Hospital within six (6) months of departure shall, upon completion of the probationary period, be reinstated with full credit for all service and seniority earned up to the date of departure including service for purposes of salary progression, sick leave entitlement and vacation progression and seniority for all purposes including job posting and layoffs. Notwithstanding the above, such recognition of service shall not waive any applicable benefits qualification or waiting periods.

12.02 Seniority Lists

There shall be one seniority list for all full-time employees and all part-time employees covered by this Collective Agreement who have completed their probationary period. For information purposes only, the names of all probationary employees shall be included in the seniority lists. A copy of the current seniority list shall be prepared twice annually, six (6) months apart the beginning of January and July. A copy of the seniority list shall be posted and a copy shall be given to the Local Chief Steward and Union Head Office.

12.03 Transfer of Seniority

An employee’s seniority date shall be retained by an employee in the event that she is transferred from part-time to full-time or vice versa or in the event she is transferred from casual to regular part-time or vice versa. An employee whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the
basis of 1500 hours worked for each year of full-time seniority or service. An employee whose status is changed from part-time to full-time shall receive credit for her 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. In no case will an employee’s seniority date extend beyond his/her date of hire.

12.04 Effect of Absence

If an employee’s absence without pay from Holland Bloorview Kids Rehabilitation Hospital including absences under Article 14, Leaves of Absences, exceeds thirty (30) continuous calendar days she 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 employee will become responsible for full payment of any subsidized employee benefits in which she 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 an employee may arrange with Holland Bloorview Kids Rehabilitation Hospital to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure her continuing coverage.

Notwithstanding this provision, seniority shall accrue for a period of up to twenty four (24) months if an employee’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. Holland Bloorview Kids Rehabilitation Hospital will continue to pay its share of the premiums for benefit plans for employees for a period up to twenty-four (24) months.

Notwithstanding this provision, seniority and service will accrue and Holland Bloorview Kids Rehabilitation Hospital will continue to pay its share of the premiums for benefit plans for employees for a period up to seventeen (17) weeks while an employee is on pregnancy leave under Article 14.06 and for a period of up to eighteen (18) weeks while an employee is on parental leave under Article 14.07.

12.05 Loss of Seniority

A RPN shall lose all service and seniority and shall be deemed to have terminated if she:

(a) leaves of her own accord or is retired;

(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 Holland Bloorview Kids Rehabilitation Hospital’s ability to provide adequate patient care, unless a satisfactory reason is given to Holland Bloorview Kids Rehabilitation Hospital;

(e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying Holland Bloorview Kids Rehabilitation Hospital of such absence and providing a satisfactory reason to Holland Bloorview Kids Rehabilitation Hospital;

(f) fails to return to work (subject to the provisions of 12.05(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 intention to return within five (5) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of Holland Bloorview Kids Rehabilitation Hospital and fails to report to work within (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties;

(h) is absent due to illness or disability for a period of 24 calendar months from the time the disability or injury commenced. Interpretation of this clause is subject to the provisions of the Human Rights Code.

12.06 Job Vacancies

(a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by Holland Bloorview Kids Rehabilitation Hospital, such vacancy shall be posted for a period of five (5) business days. Job vacancies shall be posted on QHRNet and the job board located on the 5th floor outside of the Human Resources Department. Subsequent vacancies created by the filling of a posted vacancy are to be posted for five (5) business days.

(b) An employee may make a written request for transfer by advising Holland Bloorview Kids Rehabilitation Hospital and filing a Request for Transfer form indicating her name, qualifications, experience, present area of assignment, seniority and request area of assignment. A Request for Transfer shall become active as of the date it is received by Holland Bloorview Kids Rehabilitation Hospital 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 Article 12.06(a) and (b), and the names of the successful applicants, will be posted, with a copy provided to the Union. Unsuccessful applicants will be notified.
At the request of the employee, Holland Bloorview Kids Rehabilitation Hospital (Hiring Manager and/or Human Resources representative) will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.

(c) RPNs shall be selected for positions under either 12.06(a) or (b) on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the employees 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, regardless whether she is full-time or part-time, will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that she cannot satisfactorily perform the job to which she was promoted, Holland Bloorview Kids Rehabilitation Hospital will attempt, during the first forty (40) tours (300 hours for RPNs whose regular hours of work are other than the standard work day) worked from the date on which the RPN was first assigned to the vacancy, to return her to her former job, and the filling of the subsequent vacancies will likewise be reversed.

(d) Vacancies which are not expected to exceed sixty (60) calendar days and also vacancies caused due to illness, accident, leave of absence may be filled at the discretion of Holland Bloorview Kids Rehabilitation Hospital. In filling such vacancies preference shall be given to regular part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time RPNs 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 RPNs fill temporary full-time vacancies, such nurses shall be considered regular part-time. Upon completion of the temporary vacancy, such RPN shall be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.

(e) Holland Bloorview Kids Rehabilitation Hospital shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the RPN selected to fill the vacancy to be assigned to the job.

The Employer shall not be prohibited from participating in government funded programs providing employment opportunities where such work may also be performed by bargaining unit employees provided that no bargaining unit employee shall be laid off as a direct result of the Employer’s participation in such program(s). The job posting procedure shall not apply where funding is directed to applicants that meet specific requirements.

(f) An RPN 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 selection. 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 12.06 that are on their unit.

(g) If an employee covered by the Collective Agreement resigns, retires or is terminated and Holland Bloorview Kids Rehabilitation Hospital decides to fill the vacancy, it will give first consideration to filling the vacancy with employees from this bargaining unit. However, it is understood that monetary, patient care or other considerations may prevent Holland Bloorview Kids Rehabilitation Hospital from so filling the vacancy.

12.07 Layoff

(a) A layoff of employees shall be made on the basis of reverse seniority with the least senior employee within the status being the first laid off. For clarity, if a full time position is being eliminated, the least senior full time employee shall be laid of first; if a part-time position is being eliminated, the least senior part-time employee shall be laid off first.

Notwithstanding the above, probationary employees shall be first laid-off,

If a full-time employee’s position is eliminated and there are no junior full-time employees whom the employee is qualified to bump, such employee will have the option to become a regular part-time employee. She shall be given seniority credit in accordance with Article 12.03. It is understood that this may result in the reduction of hours or layoff of junior part-time employees.

Employees shall be recalled in the order of seniority, unless otherwise agreed between Holland Bloorview Kids Rehabilitation Hospital and the Union, provided that the employee is qualified to perform the available work.

(b) Where a vacancy occurs in a position following a layoff hereunder as a result of which an employee had been transferred to another position, the affected employee will be offered the opportunity to return to her former position providing such vacancy occurs within six (6) months of the date of layoff. Where the employee returns to her former position, there shall be no obligation to consider the vacancy under Article 12.06. Where the employee refuses the opportunity to return to her former position, she shall advise Holland Bloorview Kids Rehabilitation Hospital 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 Union.

(d) All qualified regular part-time and full-time employees represented by the Union who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new qualified employee is hired into either category.
12.08 Transfer Outside of Bargaining Unit

(a) An employee who is transferred to a position outside of the bargaining unit shall, subject to (b) below retain, but not accumulate, her seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.

(b) In the event that an employee is transferred out of the bargaining unit under (a) above for a specific term or task which does not exceed a period of twelve (12) months and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.

12.09 Work of the Bargaining Unit

Employee not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, which shall directly cause or result in the layoff or loss of seniority or service.

12.10 Contracting Out

Holland Bloorview Kids Rehabilitation Hospital shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any employee other than a casual part-time RPN follows. 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 substantially equivalent 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 RPN for single shift coverage of vacancies due to illness or leaves.

ARTICLE 13 – JOB SECURITY

13.01 (a) With respect to the development of any operating or restructuring plan which shall adversely affect the bargaining unit, the Union shall be involved in the planning process from the early phases through to the final phases of the process.

(b) Staff Planning Committee

In addition to that, and to any other planning committee in Holland Bloorview Kids Rehabilitation Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this Agreement every three months, unless otherwise mutually agreed by the parties.
It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

(i) identifying and proposing possible alternatives to any action that Holland Bloorview Kids Rehabilitation Hospital may propose taking;

(ii) identifying and seeking ways to address the retraining needs of employees;

(iii) identifying vacant positions within Holland Bloorview Kids Rehabilitation Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Composition and Meetings

The Committee shall be comprised of equal numbers of representatives of Holland Bloorview Kids Rehabilitation Hospital and from the Union. The number of representatives shall consist of at least two representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. Holland Bloorview Kids Rehabilitation Hospital shall make typing and other such clerical assistance available as required.

Each party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

Disclosure

To allow the Staff Planning Committee to carry out its mandated role under this Article, Holland Bloorview Kids Rehabilitation Hospital will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Hospital and the Board of Trustees. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations.

Any agreement between Holland Bloorview Kids Rehabilitation Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this Agreement.
13.02 Notice of Layoff

(a) Union

There shall be at least three months' notice to the Union in the event of a proposed layoff of a permanent or long-term nature or in the event of a substantial bed cutback or cutback in service which affects or could affect the bargaining unit.

(b) RPNs

In the event of a layoff of a permanent or long-term nature, Holland Bloorview Kids Rehabilitation Hospital will provide affected employees with two (2) weeks' notice for each year of service to a maximum of twelve (12) weeks, provided the affected employee has more than twelve (12) months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of layoff to an employee will be provided to the Union at the same time.

13.03 Severance and Retirement Options

(a) Severance Pay

Within the lesser of thirty (30) days from the date of notice of layoff or the notice provided above an employee with more than twelve (12) months service with Holland Bloorview Kids Rehabilitation Hospital who has received notice of layoff of a permanent or long-term nature may resign, forfeiting the right to notice. Such employees will receive the balance of the notice as severance pay.

(b) Retirement Allowance

Within thirty (30) days from the date of notice of layoff an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of one (1) week's pay for each year of service with Holland Bloorview Kids Rehabilitation Hospital to a maximum of twenty-six (26) weeks, on the basis of the employee's normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to $1,000.00 for every year less than age 65, to a maximum of $5,000.00.

Note: Holland Bloorview Kids Rehabilitation Hospital may offer any RPN a retirement option as provided above, in order to avoid potential layoffs in the unit.
A full-time or part-time RPN who has completed one year of service and

(i) whose layoff is permanent, or

(ii) who is laid off for 26 weeks in any 52-week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article, shall be entitled to severance pay equal to the greater of two weeks pay, or one week’s pay per year of service to a maximum of 26 weeks pay.

This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude a nurse from claiming any greater entitlement which that Act may at some point come to provide.

A RPN may elect to defer receipt of this severance payment while his or her recall rights are still in effect. Once a RPN does opt to receive the severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

13.04 Layoffs and Recalls

(a) RPNs on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. A RPN who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

(b) Where there is no overall reduction in hours no full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time RPNs.

(c) In the event that a layoff commenced on the day immediately following a paid holiday, a RPN who otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

(d) A laid-off RPN shall retain the right to recall for a period of twenty-four (24) months from the date of layoff.

13.05 Benefits on Layoff

In the event of a layoff of a full-time RPN, Holland Bloorview Kids Rehabilitation Hospital shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the layoff occurs or until the laid off employee is employed elsewhere, whichever occurs first.

ARTICLE 14 – LEAVES OF ABSENCE

14.01 Personal Leave
Written requests for a personal leave of absence without pay will be considered on an individual basis by the Chief Nurse Executive and Senior Director, Rehabilitation and Complex Continuing Care or her 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.

14.02 Leave for Union Business

Holland Bloorview Kids Rehabilitation Hospital agrees to grant leave of absence, without pay to RPNs selected by the Union to attend Union business including conferences, conventions and Provincial meetings, unless it is not possible to provide necessary patient coverage. The Union agrees to provide as much notice as possible of a request for such leave. Such leave shall be granted taking into consideration service needs, and shall not exceed thirty-five (35) cumulative days leave per year per person.

Requests for Federation leave will be subject to the following:

a) The Union will, where possible, give Holland Bloorview Kids Rehabilitation Hospital fourteen (14) calendar days notice of requests for Union business leave;

b) No more than two (2) RPNs shall be absent on such leave at any one time; and

c) No more than one (1) RPN shall be absent on such leave from any one unit at any one time.

During such leave of absence, the employee’s salary and applicable benefits shall be maintained by Holland Bloorview Kids Rehabilitation Hospital and the Union agrees to reimburse Holland Bloorview Kids Rehabilitation Hospital in the amount of the full cost of such salary and benefits. Holland Bloorview Kids Rehabilitation Hospital will bill the Union within a reasonable period of time.

14.03 Leave, Union or RPNAO Board of Directors

(a) A RPN who is elected to the Board of Directors of the Union, the Board of Directors of the Registered Practical Nurse Association of Ontario (RPNAO), or the Board of Directors of the College of Nurses shall be granted leave of absence without pay. There shall be no more than two (2) employees off at the same time under this clause. Leave of absence under this provision shall be in addition to the Union Leave provided in Article 14.02 above. During leave for meetings of The Board of Directors of the Union, the employee’s salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such
salary and applicable benefits. Seniority shall continue to accumulate for any employee absent under this clause.

(b) Holland Bloorview Kids Rehabilitation Hospital agrees to grant an extended leave of absence not to exceed eighteen (18) months for any employee who accepts a full-time paid position with the Union. All salary and benefits will be provided by the Union, however, seniority will continue to accrue while on leave.

14.04 Bereavement Leave

(a) A nurse who notifies Holland Bloorview Kids Rehabilitation Hospital as soon as possible following a bereavement shall be granted five (5) consecutive working days off without loss of her regular pay for her scheduled hours in conjunction with the day of the funeral of a parent, spouse, child or stepchild. “Spouse” for the purposes of bereavement leave will include a partner of the same sex.

(b) A nurse shall be granted three (3) consecutive working days off without loss of her regular pay for her scheduled hours in conjunction with the day of the funeral of a member of her immediate family. “Immediate family” means step parent, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparents or grandchild.

All other types of compassionate leave may be authorized at the discretion of Holland Bloorview Kids Rehabilitation Hospital with or without pay.

(c) An employee can utilize one (1) day of their entitlement, as determined above, within six (6) months following the date of bereavement for the purpose of attending a burial or memorial service.

(d) A nurse shall be granted one (1) day bereavement leave to attend the funeral of her aunt, uncle, niece or nephew.

(e) In the event of the death of a member of a nurse’s immediate family occurring while on schedule vacation, the bereavement leave provision above will prevail. The allotted number of days for bereavement used during the vacation period will be re-scheduled as vacation.

14.05 Jury and Witness Duty

If an employee 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 employee’s duties at Holland Bloorview Kids Rehabilitation Hospital, the employee shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the employee:
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employee’s regular weekly earnings shall be determined by multiplying her
regular hourly rate on her last day worked prior to the commencement of the
leave times her normal weekly hours.

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

14.07 Parental Leave

(a) An employee 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 by this provision.

(b) An employee who has taken a pregnancy leave under Article 14.06 is eligible
to be granted a parental leave of up to thirty five (35) weeks duration, thirty
seven (37) weeks if not taken in conjunction with pregnancy leave in
accordance with the Employment Standards Act. An employee 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 thirty seven (37) weeks
duration, consideration being given to any requirements of adoption
authorities. In cases of adoption, the employee shall advise Holland
Bloorview Kids Rehabilitation Hospital as far in advance as possible with
respect to a prospective adoption and shall request the leave of absence, in
writing, upon receipt of confirmation of the pending adoption. If, because of
late receipt of confirmation of the pending adoption, the employee finds it
impossible to request the leave of absence in writing, the request may be made
verbally and subsequently verified in writing.

(c) The employee shall be reinstated to her former position, unless her former
position has been discontinued, in which case she shall be given a comparable
job.

(d) Employee newly hired to replace employees who are on approved parental
leave may be released shall not be the subject of a grievance or arbitration. If
retained by Holland Bloorview Kids Rehabilitation Hospital, in a permanent
position, the employee shall be credited with seniority from date of hire
subject to successfully completing her probationary period. The employee
shall be credited with tours worked (hours worked for employee whose
regular hours of work are other than the standard work day) towards the
probationary period provided in Article 12.01(a) to a maximum of 40 tours
(300 hours for employees whose regular hours of work are other than the
standard work day).

Holland Bloorview Kids Rehabilitation Hospital will outline to employees
hired to fill such temporary vacancies, the circumstances giving rise to the
vacancy and the special conditions relating to such employment.
(e) An employee 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-five percent (85%) 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 week Employment Insurance waiting period, and receipt by Holland Bloorview Kids Rehabilitation Hospital of the employee’s Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee’s regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

14.08 Education Leave

(a) Leave of absence, without pay, for the purposes of further education directly related to the RPN’s employment with Holland Bloorview Kids Rehabilitation Hospital may be granted on written application by the RPN to the Chief Nurse Executive and Senior Director, Rehabilitation and Complex Continuing Care or her designate. Requests for such leave will not be unreasonably denied.

(b) If required by Holland Bloorview Kids Rehabilitation Hospital, a RPN shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

Where RPNs are required by Holland Bloorview Kids Rehabilitation Hospital to take courses to upgrade or acquire new employment qualifications, Holland Bloorview Kids Rehabilitation Hospital shall pay the full costs associated with the courses.

(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 employee’s employment at Holland Bloorview Kids Rehabilitation Hospital may be granted at the discretion of Holland Bloorview Kids Rehabilitation Hospital upon written application by the employee to the Chief Nurse Executive and Senior Director, Rehabilitation and Complex Continuing Care or her designate.
Pre-Paid Leave Plan

Effective on ratification, Holland Bloorview Kids Rehabilitation Hospital agrees to introduce a pre-paid leave program funded solely by the employee, subject to the following terms and conditions:

(a) The plan is available to employees wishing to spread four (4) year’s salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

(b) The employee must make written application to the Vice President of Human Resources and Organization Development or her designate 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 employees that may be absent at any one time shall be no more than one (1) per unit. The year of 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 employee, the local Union and Holland Bloorview Kids Rehabilitation Hospital.

(d) Written applications will be reviewed by the Chief Nurse Executive and Senior Director, Rehabilitation and Complex Continuing Care or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves required for other purposes will be given the next level of priority on the basis of seniority.

(e) During the four (4) years of salary deferral, 20% of the employee’s gross annual earnings will be deducted and held for the employee and will not be accessible to her 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 Holland Bloorview Kids Rehabilitation Hospital.

(g) All deferred salary, plus accrued interest, if any, shall be paid to the RPN at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between Holland Bloorview Kids Rehabilitation Hospital and the employee.

(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. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employees will not be eligible to participate in the disability income plan during the year of the leave.
An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Chief Nurse Executive and Senior Director, Rehabilitation and Complex Continuing Care, subject to Revenue Canada guidelines. Deferred salary, plus accrued interest shall be returned to the employee within a period of thirty (30) days.

If the employee terminates employment, the deferred salary held by Holland Bloorview Kids Rehabilitation Hospital plus accrued interest shall be returned to the employee within a period of thirty (30) days. In the event of the employee’s death, the funds will be paid to the employee’s estate.

Holland Bloorview Kids Rehabilitation Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If Holland Bloorview Kids Rehabilitation Hospital is unable to find a suitable replacement, it may postpone the leave. Holland Bloorview Kids Rehabilitation Hospital will give the employee as much notice as is reasonably possible. The employee 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 paid out to her within a reasonable period of time.

The employee will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.

Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with Holland Bloorview Kids Rehabilitation Hospital in order to authorize Holland Bloorview Kids Rehabilitation Hospital to make the appropriate deductions from the employee’s pay. Such agreement will include:

(i) A statement that the RPN is entering the pre-paid leave program in accordance with Article 14.09 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 RPN to Holland Bloorview Kids Rehabilitation Hospital to enter the pre-paid leave program will be appended to and form part of the written agreement.

Employees must return to work for at least as long as the leave period, in order to avoid tax penalties being imposed by Revenue Canada.

14.10 Family Medical Leave

A nurse shall be granted a leave of absence without pay for up to eight (8) weeks to provide care or support for the spouse, parent, step-parent, foster parent of the
nurse or the nurse’s spouse, child, step-child, foster child of the nurse or foster child of the nurse’s spouse, provided a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with significant risk of death occurring within a period of twenty-six (26) weeks or such shorter period as may be prescribed.

14.11 Emergency Leave

A nurse shall be granted a leave of absence without pay for up to ten (10) days per calendar year for the following reasons:

i) personal illness, injury or medical emergency

ii) death, illness, injury, medical emergency or an urgent matter involving spouse, parent, step-parent, foster parent of the nurse or the nurse’s spouse, child step-child foster child of the nurse or foster child of the nurse’s spouse, grandparent, step-grandparent, grandchild of the nurse or the nurse’s spouse, spouse of the nurse’s child, brother, sister or a relative who is dependent on the nurse for care or assistance.

ARTICLE 15 – HOURS OF WORK

15.01 Subject to Article 15.02 below:

(a) The standard daily tour shall be seven and one-half (7 ½) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (½) hour meal period. The meal period shall be an uninterrupted period except in cases of emergency. It is 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 15.

(b) Full-time RPNs shall average five (5) days per week or thirty-seven and one-half (37 ½) hours per week over the nursing schedule determine by Holland Bloorview Kids Rehabilitation Hospital.

(c) RPNs shall be entitled, subject to the exigencies of patient care, to relief periods during the tour on the basis of fifteen (15) minutes for each half tour.

(d) Where a RPN notifies her Operations Manager that she will be unable to take the normal break due to the requirement of providing patient care, such RPN shall be paid time and one-half her regular straight time hourly rate for all time worked in excess of her normal daily hours (7 ½ hours per day).
(e) Full-time RPNs shall be scheduled for every other weekend off. Part-time RPNs shall receive two weekends off for every six week schedule.

(f) RPNs classified as casual shall not be scheduled in advance unless regular part-time RPNs are not available to cover all scheduled shifts.

(g) Any nurse scheduled to work the weekend of a holiday weekend (Friday/Monday) may request to re-schedule to work the Monday or the Friday in accordance with the current scheduling protocol.

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

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

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

Article 15.01 (d) applies with the necessary modification to employees working a longer daily tour.

The current practice for scheduling meal and relief periods shall be continued.

15.03 The normal starting and stopping times for regular shifts will be:

<table>
<thead>
<tr>
<th>Hours</th>
<th>Days</th>
<th>Evenings</th>
<th>Nights</th>
<th>Alternate Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>0700 hours to 1500 hours</td>
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<td></td>
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<tr>
<td>1500 hours to 2300 hours</td>
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<tr>
<td>2300 hours to 0700 hours</td>
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<tr>
<td>0600 hours to 1400 hours</td>
<td></td>
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</tbody>
</table>

The normal starting and stopping times for extended tours will be:

<table>
<thead>
<tr>
<th>Hours</th>
<th>Days</th>
<th>Nights</th>
</tr>
</thead>
<tbody>
<tr>
<td>0700 hours to 1900 hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1900 hours to 0700 hours</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

15.04 (a) Where a RPN makes prior arrangements for time off from a tour of duty, the RPN shall not be scheduled to work another tour that day.

(b) Shift schedules covering at least a four (4) week period will be posted two (2) weeks in advance. A request for a mutual exchange of a tour, shift for shift, hour for hour, a lieu day or a vacation day as set out in the posted time schedule must be submitted in writing in advance of the exchange and signed by the RPN-requesting the exchange and the RPN agreeing to the exchange. It is understood and agreed that such requests for exchange shall be subject to the approval of the Operations Manager, shall not result in any premium payment and must be consistent with the terms of the Collective Agreement.
15.05 **Job Sharing**

(a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.

(b) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) RPNs and the Operations Manager.

(c) The above schedules shall conform with the scheduling provisions for full-time employees under this Collective Agreement.

(d) Each job sharer may exchange shifts with her partner, as well as with other employees as provided by the Collective Agreement.

(e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.

(f) **Coverage**

(i) It is expected that both job sharers will cover each other’s incidental absences, including vacation, illness and approved leaves, up to four (4) weeks duration. If, because of unavoidable circumstances, one (1) cannot cover the other, the Operations 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.

(ii) Vacation, Maternity Leave, and other Leaves Pursuant to Article 14.

In the event that one (1) member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Operations Manager, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

(g) **Implementation**

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

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

(iii) If one (1) of the job sharers leaves the arrangement, her position will be posted. If there is not successful applicant to the position, the shared
position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

(iv) Notwithstanding the above, the employer shall not be required to post a position that results in staffing more positions than required.

(h) **Discontinuation**

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

**ARTICLE 16 – PREMIUM PAYMENT**

16.01 (a) **Definition of Regular Straight Time Rate of Pay**

The regular straight time rate of pay is that which is prescribed in the wage schedule, Article 21, of the Collective Agreement.

(b) If a RPN is authorized to work more than seven and one-half (7-1/2) hours in a day (or eleven and one-quarter (11-1/4) hours if that is her normal tour) shall receive overtime premium of one and one-half (1-1/2) times her 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 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 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 RPN to payment of the normal tour differential provided herein. For purposes of clarity, a full-time employee who is required to work on her scheduled day off shall receive overtime premium of one and one-half (1-1/2) times her regular straight time hourly rate unless a substitution of the scheduled day off is mutually agreed.

16.02 (a) **Definition of Overtime (Overtime Premium)**

Authorized time worked in excess of the normal daily hours or normal bi-weekly hours of Holland Bloorview Kids Rehabilitation Hospital shall be paid at the rate of one and one-half (1-1/2) times the employee’s basic hourly straight time rate of pay provided no overtime premium will be paid for overtime on an exchange of shifts mutually agreed between two (2) employees where approved by Holland Bloorview Kids Rehabilitation Hospital.
It is understood and acknowledged that Holland Bloorview Kids Rehabilitation Hospital has the right to require employees to perform reasonable authorized overtime work.

Call back shall not be considered as hours worked for the purpose of this Article.

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

(b) 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 employees.

16.03 Overtime on a Holiday

Where an employee is required to work on a paid holiday and she is required to work additional hours following her full tour on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

16.04 Reporting Pay

An employee who reports for work as scheduled, shall receive a minimum of four (4) hours’ pay at her regular straight time hourly rate, unless notified at least 12 hours in advance not to do so. If in the event her duties are not available, the nurse in question shall be required to perform regular nursing duties assigned which she is capable of doing.

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 1 hour of the commencement, then the employee will be paid for a full tour provided that the employee works until the normal completion of the tour.

For full-time and regular part-time RPNs, if less than 12 hours’ notice of a shift cancellation is given, Holland Bloorview Kids Rehabilitation Hospital shall pay 4 hours’ pay to the RPN(s) affected at her regular straight time hourly rate.

16.05 Call Back

Where an employee has completed her regularly scheduled tour and left the hospital and is called in to work within 16 hours (11.25 hours for extended tours), she shall receive time and one-half (1-1/2) her 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 regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her regularly scheduled shift. In such a case, she will receive
time and one-half (1-1/2) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.

16.06 The following shall apply for call-back.

(a) RPNs who report to work while on call-back shall have the option of waiving the four (4) hours minimum call as indicated in Article 16.04. These RPNs will receive premium pay at time and one-half (1-1/2) for all hours worked.

(b) RPNs who are required to work more than seven point five (7.5) or eleven point twenty five (11.25) hours on a regular weekend or on a holiday weekend, will be required to utilize these hours in excess of the normal seven point five (7.5) or eleven point twenty five (11.25) hours as overtime hours at a rate of one and one-half (1-1/2) hours for each hour worked on their next scheduled day to work.

16.07 Time in Lieu of Overtime Premium

A full-time RPN working overtime hours (other than overtime hours relating to paid holidays) shall have the option of electing premium payment at time and one half or may bank lieu time at time and one half. The maximum lieu time that can be accumulated by an employee is 37.5 hours and all lieu time in excess must be used by the end of the next pay period or it will be paid out. Lieu time may be utilized by an employee at a mutually agreeable time between an employee and the Operations Manager.

16.08 Shift Premium

Effective upon ratification, an RPN shall be paid a shift premium of one dollar sixty-five ($1.65) cents per hour, effective October 1, 2013, for each hour worked which falls within the hours defined as an evening shift or night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours. Tour differential will not form part of the RPN’s straight time hourly rate. The defined hours of night and evening shifts shall be as set out in Article 15.03.

16.09 The posting of work schedules shall be done at least three (3) weeks in advance. It shall be the responsibility of the employee to consult posted work schedules. Holland Bloorview Kids Rehabilitation Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the employee. Where less than forty-eight (48) hours notice for full-time and twenty-four (24) hours’ notice for part-time is given personally to the employee, time and one half (1-1/2) of the employee’s regular straight time hourly rate will be paid for all hours worked on the first shift of her new schedule. There shall be at least 12 hours between an employees’ scheduled shifts.
16.10 Transportation Allowance

When an employee is required to travel to Holland Bloorview Kids Rehabilitation Hospital or return to her home as a result of reporting to or off work between the hours of 2400 – 0600 hours, or at any time while on standby, Holland Bloorview Kids Rehabilitation Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of forty cents (0.40) per kilometer to a maximum of eighteen dollars ($18.00) or such greater amount as Holland Bloorview Kids Rehabilitation Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to Holland Bloorview Kids Rehabilitation Hospital satisfactory proof of payment of such taxi fare.

16.11 Meal Allowance

An employee who works a second consecutive full tour shall be entitled to the normal rest period and meal period for the second tour, and shall be provided at the time of the meal period with a hot meal or a meal voucher valued at ten dollars ($10.00) if Holland Bloorview Kids Rehabilitation Hospital is unable to provide the hot meal. Employees 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 ½ hour paid meal period and shall be provided with a hot meal or a meal voucher valued at ten dollars ($10.00) if Holland Bloorview Kids Rehabilitation Hospital is unable to provide the hot meal.

16.12 Weekend Premium

Effective upon ratification, an RPN shall be paid a weekend premium of one dollar eighty (1.80) cents per hour effective October 1, 2013, for each hour worked between 2400 hours Friday and 2400 hours Sunday.

ARTICLE 17 – PAID HOLIDAYS

NOTE: Articles 17.01 to 17.06 deal with full-time RPNs only.

17.01 An employee who otherwise qualifies under Article 16.02 hereunder shall receive the following as paid holidays:

- New Year’s Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- Two (2) Floating Holidays
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday

Float holidays shall be pro-rated in the first year for newly hired full-time employees as follows:

- Two (2) floating holidays if hired between January 1 – June 30
- One (1) floating holiday if hired between July 1 – December 31
Effective January 1, 2012, an RPN shall be allowed to take her floating holidays between January 1st and December 31st of each year.

17.02 In order to qualify for pay for a holiday, an employee shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by Holland Bloorview Kids Rehabilitation Hospital or the employee was absent due to:

(a) legitimate illness or accident which commenced within a month of the date of the holiday;

(b) vacation granted by Holland Bloorview Kids Rehabilitation Hospital;

(c) the RPN’s regular scheduled day off;

(d) a paid leave of absence provided the RPN is not otherwise compensated for the holiday.

A RPN entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled unless she was scheduled to work that day. A RPN receiving W.S.I.B. Benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the W.S.I.B. Benefits and the holiday pay.

17.03 Holiday pay will be computed on the basis of the RPN’s regular straight time hourly rate of pay times seven and one-half.

17.04 Subject to Article 17.02:

(a) Where a holiday falls during an employee’s scheduled vacation period, her vacation shall be extended by one (1) day unless the employee and Holland Bloorview Kids Rehabilitation Hospital agree to schedule a different day off with pay.

(b) Where a holiday falls on an employee’s scheduled day off an additional day off with pay will be scheduled.

17.05 An employee required to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1 1/2) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.03. In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times seven and one-half instead of a lieu day off may elect to receive her straight time hourly rate of pay times seven and one-half.

17.06 Where an employee is entitled to a lieu day under Article 17.04 or 17.05 above, such day off must be taken within a reasonable period of time. If the lieu time is not taken by the end of Holland Bloorview Kids Rehabilitation Hospital’s fiscal year, the employees shall be paid the monetary equivalent.
**Part-Time RPNS** – If a regular part-time RPN works on any of the holiday listed in Article 17.01 (except floating holidays), she shall be paid at the rate of time and one-half her regular straight time hourly rate for all hours worked on such holiday, subject to Article 16.03 regarding hours worked in addition to her full tour.

**17.08**

All employees will be scheduled to work either Christmas or New Year’s, alternating Christmas one year, New Years the next or unless mutually agreed otherwise unless an employee requests to work both. Christmas shall be defined to include December 24, 25, 26 and New Year’s shall be defined to include December 31 and January 1. When an employee is scheduled off at Christmas or New Year’s the employee shall be entitled to five (5) consecutive days off, if so desired, or agreed upon by the Operations Manager and the nurse.”

**ARTICLE 18 – VACATIONS**

**18.01**

Full-time RPNS – All employees shall receive vacations with pay based on length of full-time continuous service as of July 1st as follows:

(a) Employees who have completed less than one (1) year of service shall be entitled to vacation pay in the amount of 4% of gross earnings.

(b) Employees who have completed one (1) or more years of service shall be entitled to an annual vacation of three (3) weeks, with pay.

(c) Employees who have completed three (3) or more years of service shall be entitled to an annual vacation of four (4) weeks, with pay.

(d) Employees who have completed thirteen (13) or more years of service shall be entitled to an annual vacation of five (5) weeks, with pay.

(e) Employees who have completed twenty-two (22) or more years of service shall be entitled to an annual vacation of six (6) weeks, with pay.

(f) Employees who have completed twenty-eight (28) or more years of service shall be entitled to an annual vacation of seven (7) weeks with pay.

(g) If an employee works or receives paid leave for less than 1500 hours in the vacation year she will receive vacation pay based on a percentage of her gross salary for work performed on the following basis:

   - 2 week entitlement – 4%
   - 3 week entitlement – 6%
   - 4 week entitlement – 8%
   - 5 week entitlement – 10%
   - 6 week entitlement – 12%
   - 7 week entitlement – 14%
18.02 (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.

(b) 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.

18.03 Scheduling

(a) (i) Holland Bloorview Kids Rehabilitation Hospital will post by February 1st a vacation sheet in each Unit to cover the period from June 15th to September 15th in each year and each employee employed in the unit should indicate prior to March 15th her preference for that vacation; in the event of conflict, seniority shall govern. Seniority rights for the purposes of this Article can only be exercised once for the period from June 15th to September 15th. The vacation schedule shall be confirmed by April 1st. Any remaining time shall thereafter be granted on a first (1st) come first (1st) served basis.

If requested, Holland Bloorview Kids Rehabilitation Hospital will grant two (2) weeks vacation during the period from June 15th to September 15th in each year to eligible nurses. Holland Bloorview Kids Rehabilitation Hospital will make every effort to accommodate requests for additional vacation. No request will be unreasonably denied.

(ii) Vacation requests for the period September 16th to June 14th shall be submitted no later than two (2) weeks prior to the posting of the schedule in which the time off is requested and such requests shall be granted in order of date of request. In the event of a conflict where vacation requests are submitted on the same date, seniority shall govern.

(b) A week of vacation shall be defined as seven (7) consecutive calendar days which include five (5) vacation days and two (2) days off.

(c) Vacation may commence on any day of the week.

(d) Holland Bloorview Kids Rehabilitation Hospital will endeavour to allow vacation to be taken at any time of the year.
Part-Time RPNs

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

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

(b) Part-time employees commitment for availability as stated in Article 3.02 will be based on their vacation pay entitlement.

Equivalent years of service, calculated pursuant to the formula set out in Article 18.05 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. Equivalent years of service will be based on the casual part-time employee’s seniority established under Article 12 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.

For the purposes of vacation entitlement, service for those employees whose status is changed from part-time to full-time or vice-versa, shall mean the combined service as a part-time and full-time employee employed by Holland Bloorview Kids Rehabilitation Hospital 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.

All employees who leave the employ of Holland Bloorview Kids Rehabilitation Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her separation, it being understood and agreed that the nurse will provide at least two (2) weeks’ notice of termination.

ARTICLE 19 – SICK LEAVE, HEALTH AND WELFARE BENEFITS

Part-Time and Casual RPN

(a) For part-time and casual employees who choose to be covered by the Pension Plan (and qualify to do so), Holland Bloorview Kids Rehabilitation Hospital will pay 9% gross wages in lieu of benefits.
For part-time and casual employees who choose not to be covered by the Pension Plan, Holland Bloorview Kids Rehabilitation Hospital shall pay 14% of gross wages in lieu of benefits. All part-time employees shall have the right to choose whether they wish to be covered by the Pension Plan with the exception that part-time employees enrolled in the plan with another HOOPP employer shall be required to participate in HOOPP.

A part-time or casual employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by Holland Bloorview Kids Rehabilitation Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

19.02 Full-Time and Part-Time RPNs

All current benefits outlined in the Holland Bloorview Kids Rehabilitation Hospital Group Insurance plan shall be maintained.

The Employer agrees to continue their practice of covering the cost of replacing or repairing glasses where they have been damaged by an aggressive client.

19.03 Any dispute that may arise concerning an employee’s entitlement to long-term disability benefits, and which is not covered by the appeal mechanism provided for under the policy of insurance, may be the subject of grievance and arbitration under the provisions of this Agreement.

Vision Care

Effective October 1, 2013, Holland Bloorview’s Vision Care benefit will be increased to $300/24 months. In the event the employer amends its policy to improve vision care (currently $200/24 months) during the term of this agreement, the same improvement will be granted to employees of the bargaining unit at the same time.

ARTICLE 20 – MISCELLANEOUS

20.01 It shall be the duty of each employee to notify the Human Resources Department promptly of any change in address or any change in temporary residency. If an employee fails to do this, Holland Bloorview Kids Rehabilitation Hospital will not be responsible for failure of a notice sent by registered mail to reach such an employee. An employee shall notify the Human Resources Department and Operations Manager of any change to her telephone number.

20.02 Medical examination, re-examinations and any tests required under the Public Hospital Act will be provided by Holland Bloorview Kids Rehabilitation Hospital in compliance with the Regulations. The employee may choose her personal physician
for all such examinations, except the pre-employment medical, unless the Hospital has a specific objection to the physician selected.

20.03 Prior to effecting any significant changes in rules or policies which affect nurses covered by this Agreement, Holland Bloorview Kids Rehabilitation Hospital will discuss the changes with the Union and provide copies to the Union.

20.04 Employees shall be paid by direct bank deposit every two weeks.

20.05 Holland Bloorview Kids Rehabilitation Hospital shall provide a bulletin board for the sole use of the Union. Any notices to be posted are subject to the approval of the Vice-President, Human Resources and Organization Development or her/his designate.

20.06 Employees are required to present their current Certificate of Registration to the Operations Manager or designated on or before February 15th of each year. Such time will be extended for reasons where the College of Nurses of Ontario provides written confirmation that permits the RPNs Certificate of Registration to remain in effect.

20.07 Violence:

(a) Holland Bloorview Kids Rehabilitation Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of nurses will be condoned in the workplace. Any nurse who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to rectify the abusive situation.

(b) The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee.

Reasonable steps within the control of Holland Bloorview Kids Rehabilitation Hospital will follow to address legitimate health and safety concerns of nurses presented in that forum.

The parties further agree that suitable subjects for discussion at the Labour-Management Committee will include aggressive patients.

20.08 Modified Work

When a nurse returns to work on a modified work program for more than four (4) weeks, Holland Bloorview Kids Rehabilitation Hospital will notify and meet with a staff representative from the Union to discuss the circumstances surrounding the nurse’s return to work.

Holland Bloorview Kids Rehabilitation Hospital agrees to provide the nurse with a copy of the WSIB Form 7 at the same time as it is sent to the Board.
20.10 Nurses will be eligible to participate in the Exceptional Year Award Program.

ARTICLE 21 – WAGES

21.01 Wages will be paid in accordance with Schedule A attached hereto and forming part of the Collective Agreement.

21.02 Lump sum payments in accordance with Schedule A, attached

21.03 An employee hired by the Employer with recent and related experience may claim consideration for such experience at the time of hiring. Any such claim shall be accompanied by verification of previous related experience. The Employer shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Employer such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement.

ARTICLE 22 – TERMINATION AND RENEWAL

22.01 The Collective Agreement shall continue in effect until September 30, 2014, 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 in accordance with Article 22.02 below.

22.02 Where either party desires to amend or terminate this Agreement, it shall give notice to the other party only within the period ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

22.03 If notice of amendment is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of such notice, if requested to do so.

DATED at Toronto, Ontario, this ___ day of _______ 2012.

FOR THE HOSPITAL

[Signature]

FOR THE UNION

[Signature]
The Table for Schedule ‘A’

Wage Grid

<table>
<thead>
<tr>
<th>Years</th>
<th>Step</th>
<th>Current</th>
<th>October 1, 2011 (0%)</th>
<th>October 1, 2012 (0%)</th>
<th>October 1, 2013 (+2.75%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>Step 1</td>
<td>$25.11</td>
<td>$25.11</td>
<td>$25.11</td>
<td>$25.80</td>
</tr>
<tr>
<td>1 Year</td>
<td>Step 2</td>
<td>$25.61</td>
<td>$25.61</td>
<td>$25.61</td>
<td>$26.31</td>
</tr>
<tr>
<td>3 Years</td>
<td>Step 4</td>
<td>$26.65</td>
<td>$26.65</td>
<td>$26.65</td>
<td>$27.38</td>
</tr>
</tbody>
</table>

Premium Type  Current  New*
---  ---  ---
Evenings  $1.35  $1.65
Nights  $1.35  $1.65
Weekends  $1.35  $1.80
Weekend Evenings  $2.70  $3.45
Weekend Nights  $2.70  $3.45

Shift Premium Rates
*Effective October 1, 2013

Schedule - Lump Sum Payments

<table>
<thead>
<tr>
<th>Step</th>
<th>Rate</th>
<th>Years on Grid as of Oct 1/11</th>
<th>Full-Time Lump Sum</th>
<th>Part-Time Lump Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$25.11</td>
<td>Start</td>
<td>$489.65</td>
<td>$0.251/hour worked</td>
</tr>
<tr>
<td>2</td>
<td>$25.61</td>
<td>1 Year</td>
<td>$499.40</td>
<td>$0.256/hour worked</td>
</tr>
<tr>
<td>3</td>
<td>$26.13</td>
<td>2 Years</td>
<td>$509.54</td>
<td>$0.261/hour worked</td>
</tr>
<tr>
<td>4</td>
<td>$26.65</td>
<td>3 Years</td>
<td>$519.68</td>
<td>$0.267/hour worked</td>
</tr>
</tbody>
</table>

For full-time employees, the lump sum payments are based on the step of the RPN grid as of the ratification date (October 14, 2011) and October 1, 2012.

For part-time employees, lump sum payments are based on the step of the RPN grid as of the ratification date (October 14, 2011) and October 1, 2012, and the number of hours paid* during the period October 1, 2010 - September 30, 2011 for the Year 1 payment and the number of hours paid during the period October 1, 2011- September 30, 2012 for the Year 2 payment.

Lump sum payments for part-time employees on pregnancy/parental leave or disability leave are based on the number of hours of seniority accumulated during the leave.
LETTER OF UNDERSTANDING
BETWEEN
HOLLAND BLOORVIEW KIDS REHABILITATION HOSPITAL
AND
ONTARIO FEDERATION OF HEALTH CARE WORKERS

Letter of Understanding
The parties agree to implement a procedure for the allocation of additional available shifts once a schedule has been posted. Such procedure will be implemented initially on a trial basis for a period of six (6) months following consultation at the Labour-Management Committee and will be continued for the duration of the collective agreement upon agreement of the parties. Such procedure will reflect the following principles

- Regular part-time and casual RPNs will be called in order of seniority on a rotating basis. For clarity, the most senior employee will be called first, then each less senior employee until all employees have been called before returning to the most senior employee.

- Additional available shifts will be offered only to those regular part-time and casual RPNs who have indicated their availability

- Additional available shifts as will be offered as single shifts or in blocks of up to three (3) shifts to meet the operational requirement of the unit/department.

Contracting Out
In the event that work contracted out under Article 12.09(b) is subsequently returned to Holland Bloorview Kids Rehabilitation Hospital, individuals who were employees of Holland Bloorview Kids Rehabilitation Hospital at the time of the Contracting Out may return to Holland Bloorview Kids Rehabilitation Hospital in accordance with Article 12.07(a) (layoff/recall), without loss of seniority of service.
DATED at Toronto, Ontario, this 7th day of March, 2012

FOR THE HOSPITAL


FOR THE UNION


48
LETTER OF UNDERSTANDING

BETWEEN

HOLLAND BLOORVIEW KIDS REHABILITATION HOSPITAL

AND

ONTARIO FEDERATION OF HEALTH CARE WORKERS

Holland Bloorview Kids Rehabilitation Hospital and the Union agree on a Weekend Worker Scheduling Agreement, subject to the terms and conditions outlined below.

Definition

A weekend worker is defined as an RN or RPN who works:

- Every weekend
- A weekly average of 30 hours, and is paid 37.5 hours at regular straight time (as pay will be based on an accelerated rate of 1.25 hours credit for each hour worked)
- Scheduled shifts include two 12-hour tours, which fall within a weekend period, plus one additional 8-hour shift during the week. (Work hours are 11.25-hour tours & 7.25-hour shift)

Introduction

For the purposes of the trial, a notice re weekend workers will be posted in each nurses’ box and a notice will be posted in the communication book on each unit, to determine interest among the nurses on the unit.

Prior to a weekend worker schedule being implemented on any unit, Holland Bloorview Kids Rehabilitation Hospital (“Holland Bloorview Kids Rehabilitation Hospital”) will arrange for an information meeting with staff and Holland Bloorview Kids Rehabilitation Hospital will provide details of the weekend worker policy to the OFHCW through a labour management meeting.

Holland Bloorview Kids Rehabilitation Hospital will require that a minimum of two employees on each unit work a weekend worker schedule in order to ensure that staff have a buddy to cover off each other’s shifts. Each employee applying to be a weekend worker will have a meeting with their Operations Manager and a Human Resources Consultant. Details of the policy will be reviewed with each applicant.

Discontinuance

The weekend worker policy will be on trial for a six-month period, beginning (month, 2004) through to (month, 2004). The weekend worker schedule will be reviewed prior to the end of the trial period.
The weekend worker schedule, may however, be discontinued should needs of the unit require a significant change to the schedule. In such an event, Holland Bloorview Kids Rehabilitation Hospital will provide six weeks' notice of discontinuance of the weekend worker trial schedule.

**Operation**

As identified under the definition, a weekend worker will work two 11.25-hour tours in a weekend, plus one additional 7.5-hour shift during the week. It is expected that a weekend worker will work a total of 60 hours in a two-week period.

A weekend worker will not be eligible for overtime except when they:
- Surpass the daily overtime limits, or
- Exceed the average hours worked of a weekend worker (e.g. they work more than 60 hours in a two-week period).

Weekend workers are not eligible for weekend work premium and shift premium payments.

**Scheduling Provisions**

The current practice as related to scheduling provisions will apply to RNs and the provisions of the Collective Agreement will apply to RPNs.

**Christmas Period (Article 17.08)**

In accordance with Article 17.08, all nurses will be scheduled to work either on Christmas Day or New Year's Day. Additionally, the weekend worker will continue to work weekends during this period.

**Tour Exchange**

Nurses who are identified as weekend workers and who desire to exchange a pre-scheduled tour or shift must first attempt to exchange said shift with other weekend workers. Provided the weekend worker has made a reasonable attempt to cover his/her shift with another weekend worker, s/he will be permitted to exchange tours with other staff, provided Holland Bloorview Kids Rehabilitation Hospital does not incur additional costs.

In all instances of tour exchange, the tours must be of the same duration, and of the same starting and ending time.

**Leaves of Absence**

For the purposes of an unpaid 11.25-hour shift, the nurse's pay shall be reduced at the accelerated rate of 14.06 hours. For an unpaid 7.5-hour shift, the deduction from pay shall equate to 9.375 hours.

**Vacation Bank (Article 17)**

1. Vacation entitlement is determined by Article 17. Vacation accrual will be based on an accelerated rate of 1.25 hours credit for each hour worked.
2. 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 equal 14.06 hours paid; 7.5 hours worked equals 9.375 hours paid).

**Paid Holiday Bank (Article 17)**

1. Weekend workers are entitled to be credited for statutory holidays; excluding float day entitlement.

2. Credit to the paid holiday bank will occur on the date of the holiday. Hours will be banked at the regular rate of 7.5 hours.

3. Drawing from the paid holiday bank will occur at the regular rate.

4. If a nurse works on a statutory holiday, s/he will receive one and one-half (1.5) pay for all hours worked on the holiday. The nurse will not receive a lieu day as s/he has already been credited with 7.5 hours to her holiday bank.

5. The holiday bank can be used as income replacement for absences due to illness or lieu time off on a weekday. The bank, for the purposes of income replacement, will not exceed two weeks (60 hours) of pay. Hours will be carried over until the end of the trial and there will be no cash out during this period.

**Sick Leave (Article 19)**

**Short-Term Illness**

The weekend worker may utilize the paid holiday bank as income replacement absences due to legitimate illness. The nurse may use a maximum of two weeks pay for short-term illness.

**Intermediate-Term Illness**

1. If a weekend worker continues to be absent for reason of legitimate illness after two weeks, that nurse will be eligible for Employment Insurance benefits until week 17 of her or his illness.

2. If a weekend nurse continues to be absence for reason of legitimate illness after week 17, s/he will be provided with 65% of her/his regular earnings by Holland Bloorview Kids Rehabilitation Hospital. This payment will continue until the nurse’s return to work or until week 30 of the illness, whichever is sooner.

**Long-Term Illness**

If the weekend nurse continues to be absent for reason of legitimate illness after week 30, s/he may apply for LTD benefits.
Proof of Illness

Nurses will be required to provide medical proof of illness for any absence of two scheduled shifts which are not either vacation or an approved leave of absence.

DATED at Toronto, Ontario, this 7 day of March 2012.

FOR THE HOSPITAL

[Signature]

FOR THE UNION

[Signature]