AWARD SUMMARY
ONA & THE CREDIT VALLEY HOSPITAL and TRILLIUM HEALTH CENTRE
(Mississauga & West Toronto Sites)

TERM: Expiry – March 31, 2014

1. Wage Issues
   - 2 Lump Sum payments payable pursuant to the Interim Settlement dated March 13, 2012
   - ONA Participating Hospitals salary rates implemented effective April 1, 2012
   - Effective April 1, 2013: 2.75 % general increase

2. Premiums

   Overtime premium paid at the rate of time and one-half (1 1/2x) the straight time hourly rate for work performed on a scheduled day off for full-time, in excess of the normal daily tour for full-time and part-time, or in excess of 75 hours bi-weekly for part-time.

   Double Time Payment:
   - Full-time only – overtime shifts worked on a paid holiday for which the employee was scheduled off
   - Additional hours worked on a shift being paid at premium rates (i.e. paid holidays, overtime shifts)
   - Hours worked while on call-back from standby that are in excess of the normal daily tour for that unit

   Increases to the following premiums:
   - Evening Shift premium – Effective April 1, 2012 $2.00 per hour for all hours worked between 1530 and 2330 hours
   - Night Shift premium – Effective April 1, 2012 $2.40 per hour for all hours worked between 2330 and 0730 hours
   - Weekend premium – Effective April 1, 2012 $2.55 per hour for all hours worked between 2300 hours Friday until 2300 hours Sunday

   Further increases for the following premiums to take effect April 1, 2013:
   - Evening Shift premium increases to $2.10 per hour
   - Night Shift premium increases to $2.50 per hour
   - Weekend premium increases to $2.65 per hour

   Premiums for Added Responsibility:
   - Responsibility for work of higher classification – $1.40 per hour for each hour work performed
   - Responsibility pay for Group, Unit, or Team Leader - $1.45 per hour – increased to $1.65 effective April 1, 2013

   Premiums for the following related to Standby/On Call and Call-back:
   - Standby/On Call premium of $3.30 per hour
   - Standby/On Call on a paid holiday premium of $3.90 per hour
   - Call-back that requires the employee to attend the workplace to be paid at the rate of time and one-half (1 1/2x) the straight time hourly rate with a minimum payment of four (4) hours.
   - Employees are entitled to twelve (12) hours off without loss of pay following the end of the last call-back and returning to the Hospital
3. **Benefits**

**Extended Health Care**

100% Employer paid Liberty Health Semi Private

Adopt the ONA Participating Hospitals EHC:

75% Employer paid premiums for Extended Health Coverage;

Prescription drugs (Formulary 3); 100% reimbursement based on the lowest priced therapeutically equivalent generic version unless there is a documented adverse reaction or it is stipulated by MD that the generic drug is not an alternative;

No cap on the dispensing fee per prescription;

Annual deductible of $22.50/single and $35.00/family;

Vision – $400 every 24 months in addition to one eye exam per insured each 24 months;

Hearing Aids - $500/per person, $500/person/24 months for dependent children under age 21;

**Effective April 1, 2013** increase Hearing Aids to $500/person/36 months, $500/person/24 months for dependent children under age 21;

Practitioner services (superior benefits to be maintained) – Massage $400/insured annually; Chiropractic and Physiotherapy $350/insured annually for each;

**Effective April 1, 2013** increase Chiropractic and Physiotherapy to $400/per insured annually;

Coverage for active full-time employees aged 65 to 70 years on the same cost share basis as those under the age of 65

**Dental**

75% Employer paid premium Liberty Dental#9 or comparable:

- Current ODA fee schedule
- Recall – once every 9 months (adults only)
- Complete/partial dentures 50/50 co-insurance $1000/per person annually
- Crowns, bridgework 50/50 co-insurance $2000.00/per person annually
- Orthodontics 50/50 co-insurance $2000.00 per insured lifetime

**Group Life/AD&D**

- 100% Employer paid premium Hospitals of Ontario Group Life Insurance Plan (HOOGLIP)
- Employer to make available Hospitals of Ontario Voluntary Live Insurance Plan (HOOVLIP)

**Pension**

Healthcare of Ontario Pension Plan

**Part-Time Benefits**

Part-time percentage in lieu of benefits (includes sick pay and paid holiday pay) – 13% paid biweekly – reduced to 9% for those enrolled in the pension plan
**General**

Employer must provide 60 days notice of change of carrier and must provide summary of any change made by the new carrier to the existing plans.

Employer to maintain their share of pension premiums for employees off on paid leave, WSIB, and Long Term Disability.

Employees on layoff may continue to participate in benefit plans (except Short and Long-Term Disability) provided they pay the premiums for up to 1 year.

4. **Leave Issues**

**Vacation**

- 3 weeks vacation after 1 year of service – part-time vacation pay bi-weekly 6%.
- 4 weeks vacation after 3 years of service – part-time vacation pay bi-weekly 8%.
- 5 weeks vacation after 11 years of service – part-time vacation pay bi-weekly 10%.
- 6 weeks vacation after 20 years of service – part-time vacation pay bi-weekly 12%.
- 7 weeks vacation after 25 years of service – part-time vacation pay bi-weekly 14%.
  - Vacation entitlement calculated on the adjusted Anniversary date.
  - Banked Vacation provided on each pay stub.
  - Employer may limit vacation to 2 weeks during summer months (June 1 to September 30).
  - Vacation requests once approved cannot be cancelled without the consent of the nurse and the Hospital.
  - Maximum accrual of 1.5 x vacation entitlement – nurses and Managers will develop plans to schedule vacation to maintain the maximum – failing which the Manager may schedule vacation.

**Paid Holidays**

- 10 fixed – 2 float paid holidays – floats to be taken in the manner of existing practice.

**Pregnancy and Parental Leaves**

- Pregnancy/parental leave for up to 52 weeks – (SUB) top up to 84% for 15 weeks pregnancy leave and 12 weeks parental leave.
- Employer will pay % in lieu for part-time employees based on the employee’s normal weekly hours for the period that SUB is being paid.

**Bereavement Leave**

- 4 days for immediate family
- 1 day for aunt, uncle, niece, nephew
- Leave may be distributed over 2 occasions to accommodate religious and cultural diversity

**Sick Leave**

- 1992 Hospitals of Ontario Disability Income Protection Plan (HOODIP)
- 100% Employer paid premium
- Hospital to pay reasonable costs of obtaining a medical certificate
- Sick pay benefits not payable for the first 15 hours of the 6th and subsequent periods of absence in the same fiscal year (April 1 – March 31)
- If waiting for WSIB claim approval for more than 1 shift may request STD as an advance
**Long Term Disability (LTD)**

- 75% Employer paid premium for 1992 HOODIP or equivalent
- 30 week qualifying period
- Denial/dispute with regard to entitlement subject to grievance/arbitration

**Jury Leave**

- No loss of service/seniority or regular pay if required to attend:
  - As a witness in a court proceeding in which the Crown is a part
  - A juror in an court of law
  - Required by subpoena to attend court of law in connection with duties at a hospital
  - Required to attend coroner’s inquest in connection with duties at the Hospital

- No loss of pay or pay if on a day off for meetings with the Hospital in preparation for a case or legal proceedings arising from the nurse’s employment with the Hospital or otherwise involves the Hospital.

**Education Leave**

- Leaves **may be** granted **without pay** for purposes of furthering professional development
- Leaves **may be** granted **with pay** to attend short courses etc. at the discretion of the Chief Nursing Officer
- Leaves **shall be** granted **without pay** for purposes of taking to take examinations required to enhance qualifications

**Professional Leave**

- With pay **will be** granted for nurses elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses

**Military Leave**

- Leave without loss of seniority in order to meet obligations pertaining to the Canadian Military Reserve.

5. **Workload**

- Professional Responsibility provision – workload complaints submitted on a form appended to the collective agreement – Union actively involved – issues discussed at the Unit level and if unresolved referred to the Hospital Association Committee – unresolved issues may be referred to the Chief Nursing Executive.

6. **Enforcement**

- No Discrimination – No Harassment provision.
- Clear requirement for the Employer to accommodate employees
- Union Representatives present during meetings that are disciplinary or may lead to discipline.
- Grievance/Arbitration provision.
- Return to Work process – Union Representatives present for meetings with Occupational Health Unit.
7. **Job Security**
   - Full-time seniority annualized to hire date.
   - Part-time service and seniority – 1500 hours paid equals 1 year.
   - Reassignment limited to a single or partial shift – process outlining the order of reassignment
   - Layoff defined as short-term or long-term – in the event of a layoff employees have displacement rights
   - Recall rights/process
   - Early Retirement and Severance options in the event of a long-term layoff
   - Vacant positions posted for a period of 7 days – subsequent postings posted for 7 days
   - Temporary positions defined as those not exceeding 60 days or covering for an employee who is on leave

8. **Health and Safety**
   - 2 ONA representatives on each Joint Health and Safety Committee
   - Employer must maintain adequate stock of appropriate respirators
   - Reimbursement for damage to personal property as a result of an assault at work.

9. **Professional Issues**
   - Mentorship Premium - $0.60/hour
   - Letters of reprimand removed from HR file 18 months after being issued provided the employee remains discipline free for the 12 month period.
   - Employer will notify a nurse when she/he is reported to the College of Nurses

10. **Job Sharing**
    - Job sharers treated as regular part-time employees for the purposes of benefits, overtime, paid holidays, vacation pay, and sick leave.
    - Job share partners to cover incidental illness – to be negotiated for longer periods of leave (long term sick, pregnancy/parental leave etc.)
    - Job sharers are expected to cover each other’s vacation – not to be counted in any unit based vacation quotas

11. **Hours of Work**
    - Full-time – 37.5 hours per week averaged over the Hospital schedule
    - Regular Part-time – commitment of 45 hours per pay period
    - Casual – works on an ad hoc basis without commitment

- Normal tour – 7.5 hours.
- Extended tour – 9.375 (10 hour), 11.25 (12 hour)
- Provisions for tours less than 7.5 hours for part-time only
- Provisions for the scheduling of part-time shifts and overtime shifts (provides the order in which they are assigned)
- Provisions for Self Scheduling and 4 on 5 Off Rotations
- 4 on 5 Off Rotations
  - Full-time only
  - Not forced to work the rotation
  - Additional shifts scheduled in each 18 weeks to ensure 1950 hours/year
  - No more than 5 consecutive shifts
  - Weekend off provisions for the extended tour do not apply
- If an employee reports to work and is not needed they are paid 4 hours reporting pay.
- 5 or more consecutive days off at Christmas or New Years
- Consecutive Tours:
  - No more than 7 Regular tours
  - No more than 4 Ten Hour tours
  - No more than 3 Extended tours without consent but no more than 4 consecutive
- Time Off Between Shifts:
  - 16 hours off between Regular tours
  - 12 hours off between Extended tours (10 hour and 12 hour)
- Weekend defined as 56 hours starting no later than 2330 hours Friday for Extended tours and between the last tour worked on Friday and the first tour worked on Monday for Regular Tours
- Premium pay for all hours worked on a scheduled weekend off
- 6 week schedules posted 4 weeks in advance
- Premium pay (1.5 x) on next shift if proper notice of change in posted schedule (including cancelation is not provided) – 24 hours for part-time, 48 hours for full-time – this premium is increased to double time if the next shift is a premium paid shift

Through the negotiations and arbitration process the following were not achieved and will form part of the Union’s proposal for the next round of negotiations:

- The right to forward Workload Complaints to an Independent Assessment Committee
- Student Supervision Premium
- Retiree Benefits
- Premium Payment for Scheduling Violations
Temporary Registrants

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