

SOURCE	A.N.A.		
EFF.	88	04	01
TERM.	91	03	31
No. OF EMPLOYEES	294		
NOMBRE D'EMPLOYÉS	A.B.		

FULL-TIME

COLLECTIVE AGREEMENT

between

WOMEN'S COLLEGE HOSPITAL
(Hereinafter referred to as the "Hospital")

and

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

EXPIRY: MARCH 31, 1991

AUG 23 1988

0593404

Signed at Toronto, Ontario this 24th day of July, 1988

FOR THE HOSPITAL

ONTARIO NURSES' ASSOCIATION

Patrick Kelly
Norma Robbley

Mary Moran
Whitson
Gale Greenwood Allen

ONTARIO NURSES' ASSOCIATION GRIEVANCE REPORT



ONA LOCAL

EMPLOYER

GRIEVOR

DEPARTMENT

GRIEVANCE
NUMBER

STEP DATE SUBMITTED TO EMPLOYER

1.

2.

3.

NATURE OF GRIEVANCE AND DATE OF OCCURRENCE

SETTLEMENT REQUESTED

SIGNATURE OF GRIEVOR

SIGNATURE OF ASSOCIATION REPRESENTATIVE

STEP

EMPLOYER'S ANSWER

DATE:

ONE

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE



DATE RECEIVED BY LOCAL

STEP

EMPLOYER'S ANSWER

DATE:

TWO

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE



DATE RECEIVED BY LOCAL

STEP

EMPLOYER'S ANSWER

DATE:

THREE

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE



DATE RECEIVED BY LOCAL

APPENDIX 2

LIST OF PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE - CHAIRPERSONS

The following nurses have allowed their names to stand as Chairpersons -
Nursing Assessment Committees - in the above named sector.

1. Dr. Alice Baumgart
School of Nursing
Queen's University
Kingston, Ontario
2. Miss Margaret Charters
Assistant Administrator
Nursing and Patient Care
Hamilton General Hospital
Hamilton, Ontario
3. Mrs. Roxy Edwards
Executive Director
Bruce Peninsula Health Serv.
Warton, Ontario
4. Dr. Josephine Flaherty
Principal Nursing Officer
Health and Welfare Canada
Ottawa, Ontario
5. Ms. Gwen Hefferman
Director of Nursing Education
Ottawa Civic Hospital
Ottawa, Ontario
6. Ms. Pat Kirkby
Dean, School of Health
Sciences and Human Services
Fanshawe College
London, Ontario
7. Ms. Louise Lemieux-Charles
Doctoral Candidate
Health Administration
London, Ontario
8. Mrs. Maxine Pastirik
Program Developer
Niagara College of Applied
Arts & Technology
Welland, Ontario
9. Dr. Lucille Peszat
Canadian Centre for Stress
and Well Being
Toronto, Ontario
10. Mrs. Helen Taylor
Health Care Consultant
M.I. Administrative Services Ltd.
Scarborough, Ontario
11. Ms. Judy Tiivel
Co-ordinator
Nursing Computer Project
Toronto Western Hospital
Toronto, Ontario
12. Ms. Kathleen Webb
Director of Nursing
Humber Memorial Hospital
Weston, Ontario

WOMEN'S COLLEGE HOSPITAL

APPENDIX 3

Registered Nurse

	<u>April 1, 1988</u>		<u>April 1, 1989</u>		<u>April 1, 1990</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2575.55	15.85	2627.06	16.17	2732.14	16.81
After 1 year	2673.38	16.45	2766.95	17.03	2877.63	17.71
After 2 years	2715.06	16.71	2810.09	17.29	2922.49	17.98
After 3 years	2763.67	17.01	2860.40	17.60	2974.82	18.31
After 4 years	2825.96	17.39	2931.93	18.04	3049.21	18.76
After 5 years	2881.64	17.73	2989.70	18.40	3109.29	19.13
After 6 years	2944.28	18.12	3054.69	18.80	3176.88	19.55
After 7 years	3013.88	18.55	3126.90	19.24	3251.98	20.01
After 8 years			3173.80	19.53	3300.75	20.31
After 9 years					3350.26	20.62

Graduate Nurse

Start	2479.60	15.26	2529.19	15.56	2630.35	16.19
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Permanent Team Leader

Start	2676.58	16.47	2730.11	16.80	2839.31	17.47
After 1 year	2791.76	17.18	2889.47	17.78	3005.05	18.49
After 2 years	2843.09	17.50	2942.60	18.11	3060.30	18.83
After 3 years	2903.28	17.87	3004.89	18.49	3125.09	19.23
After 4 years	2967.01	18.26	3078.27	18.94	3201.40	19.70
After 5 years	3018.48	18.58	3131.67	19.27	3256.94	20.04
After 6 years	3082.36	18.97	3197.94	19.68	3325.86	20.47
After 7 years	3153.34	19.41	3271.59	20.13	3402.45	20.94
After 8 years			3320.66	20.43	3453.49	21.25
After 9 years					3505.29	21.57

APPENDIX 4 - SUPERIOR CONDITIONS

RE : EARNED LEAVE

Assistant Nursing Director in the employ of the Hospital as of June 30th in any year and who have completed at least one (1) year of continuous service on or before June 30th **of** that year with the Hospital, will be granted an annual vacation of twenty (20) working days without deductions from their regular pay.

RE : LEAVE OF ABSENCE WITH PAY (SICK LEAVE)

Pay for sick leave is for the sole and only purpose of protecting the nurse against loss of regular income when she is legitimately ill and unable to work, and will be granted on the following basis:

- (a) Sick leave will be allowed for sickness for nurses after three (3) months' service on the basis of one and one-half (1-1/2) days per month active employment (excluding leaves of absence in excess of fourteen (14) days) to a total of eighteen (18) days after one (1) year's service:
- (b) It is understood and agreed that no sick leave will be allowed during the nurse's first three (3) months of service, provided that at the end of such three (3) months her entitlement shall date back to the last date of hiring.
- (c) All unused sick leave may be accumulated to the credits of the nurse up to a maximum of one hundred and fifty (150) days.
- (d) The nurse may be required to produce proof of sickness for any absence, in the form of a medical certificate or such other material as may be required by the Hospital;
- (e) Nurses shall not be entitled to sick leave benefits for sickness or accident compensable by the Workmen's Compensation Board.

APPENDIX 5

ARTICLE A - RECOGNITION

- A.1 The Hospital recognizes the Association as the exclusive bargaining agent for all Graduate and Registered Nurses employed by the Hospital in Toronto, engaged in nursing care, save and except Head Nurses, persons above the rank of Head Nurse, and persons regularly employed for not more than twenty-four (24) hours per week.
- A.2 Persons regularly employed for not more than twenty-four (24) hours per week shall be deemed to include permanent and temporary part-time staff who are regularly employed for not more than twenty-four (24) hours per week.
- A.3 The word "nurses" when used in this Agreement shall mean persons included in the above-described bargaining unit and excludes nurses from employment agencies.

ARTICLE B - MANAGEMENT'S RIGHTS

- B.1 The Association recognizes that the management of Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital, except **as** specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without cause may be the subject of **a** grievance and dealt with as hereinafter provided;
 - (c) determine in the interest of efficient operation and highest standards of service, job-rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
 - (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;

(e) make and enforce and alter from time to time, rules and regulations to be observed by the nurses, not inconsistent with the provisions of this Agreement. The Hospital will advise the Association of any change of rules and regulations.

B.2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C.1 Nurse Representatives

The Hospital will recognize twelve (12) representatives from the different areas of the Hospital as follows:

- | | |
|--------------------------|----------------------------------|
| (1) Ten E and Eight E | (7) Three E, Delivery |
| (2) Nine E | (8) N.I.C.U. (2) representatives |
| (3) Seven S, Seven E | (9) I.C.U. |
| (4) Six S, Six E | (10) Surgical Suite |
| (5) Five S, Five E | (11) OPD and Urgent Care Centre |
| (6) Four E, Four Nursery | |

C.2 Negotiating Committee

The Hospital will recognize the Negotiating Committee of five (5) nurses in the employ of the Hospital. The Negotiating Committee is to consist of both full-time and part-time nurses but no more than five (5) in total.

C.3 Grievance Committee

The Hospital will recognize a Grievance Committee of three (3) nurses comprising of (1) from the Executive and (2) nurse representatives. The Grievance Committee is to consist of both full-time and part-time nurses.

C.4 Hospital - Association Committee

The Hospital agrees to recognize four (4) nurses who shall be appointed to act on behalf of the Local Association. The Hospital further agrees to appoint an equal number of Hospital representatives to the

Committee. Each party may have alternates to replace a member from time to time. The Hospital-Association Committee is to consist of both full-time and part-time nurses.

C.5 Association Interview

The Association Interview will take place during the orientation program of new nurses.

ARTICLE D - SCHEDULING - HOURS OF WORK

D.1 Scheduling Objectives

The Hospital will endeavour to maintain and achieve the following objectives in the formulation of working schedules:

- (1) At least one (1) weekend off in three;
- (2) No less than two (2) consecutive tours shall be scheduled off between tour changes without consent and at least forty-eight (48) hours shall be scheduled off following night duty. A shorter time may be agreed upon by mutual consent;
- (3) Schedules will be posted not less than twenty-eight (28) days in advance;
- (4) Nurses shall not be scheduled to work more than two (2) consecutive evening or night weeks except by mutual agreement. It is understood that such period shall be followed by at least one (1) week on the day shift.
- (5) A nurse will be scheduled off work for not less than seven (7) consecutive days at either Christmas or New Year's exclusive of nurses working in units which are normally closed at Christmas or New Year's, unless nurses working in such units work either Christmas or New Year's;
- (6) When scheduling days off, the nurse will be scheduled off duty for two (2) periods of two (2) consecutive days or one (1) period of three (3) consecutive days and one (1) period of one (1) day;
- (7) A nurse will be scheduled off for at least four (4) days off in any two (2) week period;
- (8) A permanent Team Leader will be allowed one (1) weekend off in two (2);

- (9) In order to meet requests for Christmas and New Year's time off, the scheduling objectives may be waived during the period December 15th and January 15th. Such waivers shall be exercised in a reasonable manner.
- (10) Nurses will not normally be scheduled to work more than seven (7) consecutive days unless by mutual agreement;
- (11) Any request by a nurse for a change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tours of duty. Such requests shall not be unreasonably denied.
- (12) A weekend will be defined as fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- (13) A nurse who normally works a 7-1/2 hour tour may request straight evening or night shifts. A nurse who normally works extended tours may request straight night shifts. Such requests shall not be unreasonably denied.

Such requests shall be made in writing to the nurse's Nursing Director or designate.

The Hospital reserves the right to schedule the nurse to the day shift for the purpose of evaluation and/or training for a specific period of time. The Hospital may require the nurse to return to a rotating shift position for the purposes of staffing requirements and/or to meet the needs of patient care. The Hospital shall give reasonable notice (no less than two weeks notice) of such shift change to the nurse.

It is understood that it is entirely within Hospital discretion as to whether or not a probationary nurse will be permitted to work straight shifts.

- D.2 There shall be two (2) rest periods and one (1) meal period scheduled per tour.
- D.3 Compensating time resulting from overtime shall be taken at a mutually agreeable time.

.4

A nurse will receive premium pay for all hours worked on a third and consecutive weekend, save and except where:

- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- (b) such nurse has requested weekend work; or
- (c) such weekend is worked as a result of an exchange of shift with another nurse.

D.5

Scheduling of Extended Tours

The Hospital will endeavour to maintain and achieve the following objectives in the formation of working schedules for extended tours:

- (a) No split tours;
- (b) No more than four **(4)** consecutive tours shall be scheduled unless by mutual agreement;
- (c) At least forty-eight **(48)** consecutive hours off shall be scheduled when changing tours;
- (d) A nurse shall receive every other weekend off.

If a nurse is required to work a second consecutive and subsequent weekend(s), she will receive premium payment as defined in the Central Agreement for all hours worked on that weekend, and subsequent weekends until a weekend is scheduled off, save and except where:

- (a) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse;
- (b) Such nurse has requested weekend work;
- (c) Such weekend is worked as the result of an exchange with another nurse.
- (e) A nurse shall not be required to work more than two **(2)** weeks of nights to be followed by at least one **(1)** week of the day shift;
- (f) At least forty-eight **(48)** consecutive hours off to be scheduled following night shift.
- (g) Schedules shall be posted at least twenty-eight **(28)** days in advance:

- (h) The Hospital will endeavour to schedule a nurse off work for not less than seven (7) consecutive days at either Christmas or New Year's, exclusive of nurses working in units which are normally closed at Christmas or New Year's, unless nurses working in such units work either Christmas or New Year's;
- (i) Any request by a nurse for a change in posted time schedule must be submitted in writing and co-signed by the nurse willing to exchange days off or tours of duty. Such requests shall not be unreasonably denied.
- (j) A weekend will be defined as at least fifty-six (56) consecutive hours off work during the period following the completion of the last Friday extended shift.

D.6

- (a) Extended tours shall be introduced into any unit when:
 - 1. Eighty percent (80%) of the nurses in the unit so indicate by secret ballot, and
 - 2. The Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) A compressed work week may be discontinued in any unit when:
 - 1. Eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
 - 2. The Hospital agrees to discontinue the compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner; or
 - 3. The Hospital, because of:
 - (a) adverse effects on patient care;
 - (b) inability to provide a workable staffing schedule, or
 - (c) where the Hospital wishes to do so for other reasons which are not either unreasonable or arbitrary, states its intention to discontinue the compressed work week in the schedule;

(d) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:

1. The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation;
2. Where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

ARTICLE E - VACATIONS

- E.1** For the purpose of calculating vacations, the vacation year shall be as of July 1st in any year period.
- E.2** It is understood and agreed that the Hospital will give every consideration to the nurse's preference as to the timing of their vacation, but of necessity, the Hospital must reserve the right to the final decision as to the scheduling of vacation.
- E.3** If a nurse is taking one week of vacation at a time, or multiples of the one, the Hospital shall schedule the weekend prior to and following her vacation off, if the nurse makes this request.
- E.4** Nurses shall be given preference with respect to their vacation periods in accordance with Unit Seniority. In the event of conflicts, seniority may be exercised by each nurse only once prior to May 15th.
- E.5** Vacation quotas shall not be unduly restrictive.
- E.6** Vacations may be taken at any time of the year except the period from December the 15th to January 15th. However, if possible, vacations may be granted at the discretion of the Administrative Director of Nursing or her delegate.
- E.7** Prior to leaving on vacation, nurses shall consult the posted schedule to ascertain the date and time on which to report for work following vacation. Where such schedule has not been posted, nurses shall request the date and time to report following vacation from the Nursing Director. Where the schedule of a vacationing nurse is changed during her vacation, she shall be notified of such change.

Vacations must be taken by all nurses entitled thereto and must be completed by March 31st following the vacation year in which the vacation is earned. However, in special circumstances beyond a nurse's control, which circumstances prevent the nurse from completing her vacation before March 31st, the nurse may make a written request to her Nursing Director by no later than the preceding March 1, asking that accumulated vacation be held over the March 31st deadline. Such request shall not be unreasonably denied. However, vacation held over past the March 31st deadline must be taken by no later than the subsequent March 31st, and no further extensions will be permitted under any circumstance.

ARTICLE F - PAID HOLIDAYS

F.1 The Hospital agrees to recognize the following as **Paid** Holidays:

- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Dominion Day | Nurse's Birthday |
| Civic Holiday | |

Effective April 1, 1989 a 12th paid holiday: Remembrance Day.

F.2 Lieu days off shall be scheduled at a mutually agreeable time.

F.3 The Hospital agrees to attempt to arrange for paid holidays to be scheduled as equitably as possible among the nurses working in the same unit.

F.4 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

ARTICLE G - SCHEDULING - STANDBY

G.1 The Hospital agrees to attempt to distribute standby on as equitable a basis as possible,

G.2 No nurse will be required to undertake standby duty on her scheduled days off.

ARTICLE H - BULLETIN BOARDS

H.1 The Hospital will provide two (2) enclosed bulletin boards for the purpose of posting notices regarding meetings **and** otherwise restricted to Association matters.

ARTICLE I - UNIFORMS

I.1 The Hospital agrees to launder nurses' uniforms without charge.

ARTICLE J - ASSOCIATION LEAVE

J.1 Leave of absence for Association business shall be given up to a total of seventy-five (75) days per contract year. It is understood that not more than one (1) nurse from each unit will be absent at any one time other than executive members. Maximum number allowed will be two (2) off from any one unit at any one time. **Such** requests shall not be unreasonably denied. Not more than five (5) shall be absent from the Bargaining Unit at any one time, except for the Annual Meeting, when there can be eight (8) absent at one time. The Association shall endeavour to provide four (4) weeks' notice of requests, but no less than two (2) weeks' notice shall be given.

Each extended tour leave of absence equals one (1) day of leave under this Article.

ARTICLE K - SENIORITY LISTS

K.1 A copy of the seniority list will be filed with the Association semi-annually.

ARTICLE L - JOB SHARING

L.1 Taking into consideration the fact that the Hospital wishes to retain well qualified staff who are unable to provide a full-time commitment, and the job-sharing can enable this to happen, the parties agree to the following provisions:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis and the Hospital shall reserve the right to determine the appropriateness of such arrangements after discussions with the Association at the Hospital-Association Committee.

- (b) It is the responsibility of the two nurses who wish to job share a full-time position to inform the appropriate Nursing Director who will immediately inform the appropriate Administrative Director of Nursing. The Hospital and the Association will then discuss the proposal in accordance with paragraph (a) above. Where more than one pair of nurses wish to job share the same position, the Hospital will, exercising its discretion, consider the timing of the request, in addition to the general appropriateness of the arrangement.
- (c) Save and except as provided for herein, all job sharers shall be treated as regular part-time employees and be subject to the provisions of the part-time collective agreement.
- (d) Should one job sharing partner transfer or terminate the remaining partner shall continue her own schedule for a maximum of six (6) weeks of the effective date of transfer or termination. The vacancy created will be posted. If no replacement partner is recruited, the remaining partner will have the option of continuing in the full-time position. If she does not wish to continue full-time she will revert to regular part-time status.
- (e) Association dues shall be deducted from each nurse in accordance with the part-time collective agreement.
- (f) Posted schedules for the job sharers shall be based on the schedules that would apply to a full-time nurse holding that position. Such schedules shall conform with the scheduling provisions of the full-time collective agreement.
- (g) Total hours worked by the two job sharers shall be equal to one full-time position. The division of these hours over the schedules shall be determined by mutual agreement between the two nurses and the Nursing Director of the Unit.
- (h) Each job sharer may exchange shifts with her partner, as well as with other nurses in accordance with the collective agreement, provided such exchange creates no additional labour cost to the Hospital.

- (i) As a general rule, job sharers must be prepared to cover each other's incidental illnesses. However, where one job sharer cannot, due to circumstances beyond her control, cover the other's shift, she shall notify the Nursing Director or her designate, and the Hospital shall assume responsibility for filling the shift.

In the event of one job sharer going on a leave of absence, the other job sharer must be prepared to cover the absent partner's shifts. However, where the covering nurse can demonstrate special circumstances which prevent her from covering the leave of absence, the Hospital will assume responsibility for covering shifts.

Where a leave of absence exceeds six (6) weeks and a temporary partner cannot be recruited, the covering job sharer may discontinue the job sharing arrangement by giving reasonable notice to her Nursing Director and the two job sharers shall revert to regular part-time status.

- (j) Job sharers will not be required to work in total more holidays than would one full-time nurse unless mutually agreed otherwise.
- (k) The Hospital reserves the right to terminate job sharing arrangement where the efficient operation of the Hospital **so** requires. In such **a** case, the affected nurses shall revert to regular part-time status. Such termination of job sharing arrangements **shall** neither be unreasonable nor arbitrary.

ARTICLE M - PREPAID LEAVE

M.1 The following shall constitute the maximum numbers of full-time equivalent nursing positions permitted to be absent on a prepaid leave of absence in any one year of such absence pursuant to Article 11.11 of the full-time and part-time Collective Agreements:

- (a) No more than one full-time equivalent position from the following areas:

- (1) 7E
- (2) 4E/4N
- (3) 6S
- (4) 5E
- (5) OR/RR
- (6) ICU
- (7) 5S

- (8) 6E
- (9) 8E
- (10) 3E/Delivery Suite
- (11) 7s
- (12) 10E
- (13) O.P.D./U.C.C.
- (14) Family Practice
- (15) Women's Health Centre
- (16) 9E

- (b) No more than two full-time equivalent positions from the Neo-natal Intensive Care Unit (N.I.C.U.
- (c) Hospital-wide, i.e. all areas/units listed in paragraphs (a) and (b) above, a maximum of eighteen (18) full-time equivalent positions.

DATED AT Toronto, ONTARIO THIS 29th DAY OF July, 1988.

FOR THE HOSPITAL

Katrin Kelly
Donna R. Hedges

FOR THE ASSOCIATION

May Mann
Theresa ...
Paula Greenwood Allen
