

SOURCE	ONP		
Wages EFF.	93	04	01
TERM.	96	03	31
No. Of EMPLOYEES	53		
NOMBRE D'EMPLOYES	80		

LOCAL PROVISIONS

Between:

CENTRAL HOSPITAL  
(hereinafter referred to as the "Hospital")

And :

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

Expiry: March 31, 1996

FEB 27 1996

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APPENDIX 3 - SALARY SCALEGraduate Nurse

	<u>April 1, 1993</u>		<u>Jan. 1, 1994</u>		<u>Jan. 1, 1995</u>		<u>Jan. 1, 1996</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
START	2629.46	16.18	2672.51	16.45	2715.57	16.71	2758.62	16.98
1 YR	2764.99	17.02	2808.00	17.28	2851.01	17.54	2894.02	17.81
2 YRS	2876.64	17.70	2919.60	17.97	2962.56	18.23	3005.51	18.50
3 YRS	3029.98	18.65	3072.87	18.91	3115.77	19.17	3158.66	19.44
4 YRS	3155.45	19.42	3197.93	19.68	3240.40	19.94	3282.88	20.20
5 YRS	3297.29	20.29	3339.58	20.55	3381.87	20.81	3424.17	21.07

Registered Nurse

START	2778.75	17.10	2824.25	17.38	2869.75	17.66	2915.25	17.94
1 YR	2925.00	18.00	2970.50	18.28	3016.00	18.56	3061.50	18.84
2 YRS	3046.88	18.75	3092.38	19.03	3137.88	19.31	3183.38	19.59
3 YRS	3214.25	19.78	3259.75	20.06	3305.25	20.34	3350.75	20.62
4 YRS	3380.00	20.80	3425.50	21.08	3471.00	21.36	3516.50	21.64
5 YRS	3547.38	21.83	3592.88	22.11	3638.38	22.39	3683.88	22.67
6 YRS	3755.38	23.11	3800.88	23.39	3846.38	23.67	3891.88	23.95
7 YRS	3963.38	24.39	4008.88	24.67	4054.38	24.95	4099.88	25.23
8 YRS	4171.38	25.67	4216.88	25.95	4262.38	26.23	4307.88	26.51
9 YRS	4381.00	26.96	4426.50	27.24	4472.00	27.52	4517.50	27.80

Assistant Head Nurse

Start	2890.58	17.79	2937.92	18.08	2985.25	18.37	3032.58	18.66
1 YR	3045.78	18.74	3093.16	19.03	3140.54	19.33	3187.92	19.62
2 YRS	3170.41	19.51	3217.76	19.80	3265.10	20.09	3312.84	20.38
3 YRS	3341.72	20.56	3389.02	20.86	3436.33	21.15	3483.63	21.44
4 YRS	3513.01	21.62	3560.30	21.91	3607.59	22.20	3654.88	22.49
5 YRS	3681.05	22.65	3728.26	22.94	3775.47	23.23	3822.69	23.52
6 YRS	3893.53	23.96	3940.70	24.25	3987.88	24.54	4035.05	24.83
7 YRS	4107.66	25.28	4154.82	25.57	4201.97	25.86	4249.13	26.15
8 YRS	4321.80	26.60	4368.94	26.89	4416.08	27.18	4463.22	27.47
9 YRS	4540.91	27.94	4588.07	28.23	4635.23	28.52	4682.39	28.81

NB: R.N. rates were established by applying the % increase to both the previous hourly and monthly rates as per the terms of the settlement.

Grad Nurse and A.H.N. rates were established by applying the % increase to the hourly rates only.

Hourly rates are used for computer input to override programming that provides for calculations to three decimal places.

APPENDIX 4 - EDUCATIONAL ALLOWANCES

1. In addition to the salaries prescribed in Appendix 3, the Hospital will pay the monthly education allowances set forth hereunder to all nurses who are covered by this Agreement and who have completed their probationary period subject to the following conditions:
  - (a) The degree or certificate must be a requirement of the job currently being performed;
  - (b) proof of the degree or certificate from a school of recognized standing must be submitted by the nurse to the Hospital;
  - (c) in accordance with the above, a nurse possessing more than one degree or certificate shall be entitled to the higher allowance provided hereunder;
  - (d) payment of the allowance shall commence at the start of the first full pay period following filing with the Hospital of the required proof of standing.

Educational Allowances

CHA, Nursing Unit Administration course or recognized post graduate course in nursing specialties	- \$15.00 per month
One year university diploma in nursing specialties	- \$40.00 per month
Bachelor's Degree in Nursing	- \$80.00 per month
Master's Degree in Nursing	- \$120.00 per month

A nurse who is covered by this Agreement and has not completed her probationary period but who is otherwise qualified for an educational allowance may, in the Hospital's discretion, receive such portion of the foregoing allowances as the Hospital may determine. Educational Allowances shall not be used in the calculation of overtime or other premium pay for any purpose in this Agreement.

ARTICLE A - RECOGNITION

- A.1 The Hospital recognizes the Association as the sole bargaining agent for all registered and graduate nurses employed by Central Hospital, in a nursing capacity in its Hospital in Metropolitan Toronto, 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 phrase "Immediate Supervisor" when used throughout this Agreement shall mean the Head Nurse, or in her absence, the Nursing Office Supervisor.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital, except as specifically limited by a provision of this Agreement. 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, layoff, recall and suspend or otherwise discipline nurses, provided, subject to Article 7.06, that a claim by a nurse that she has been discharged or disciplined without just cause, may become the subject of a grievance and may be dealt with as hereinafter provided;
  - (c) determine, in the interest of efficient operation and highest standard of service job rating or classification, hours of work, work assignments, services to be performed, methods of work, and working establishment for any services;
  - (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith; and

(e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.

B.2 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION REPRESENTATION

C.1 There shall be six (6) nurse representatives, one from each of the following areas of the Hospital:

- 5th floor - 1
- 6th floor and Day Care Unit - 1
- 4th floor - 1
- I.C.U. - 1
- Operating Room & Recovery Room - 1
- 2 South - 1

C.2 Hospital-Association Committee

This Committee shall be composed of two (2) nurse representatives of the Association, and two (2) representatives of the Hospital. Each party may have alternates to replace a member from time to time.

C.3 Negotiating Committee

The Negotiating Committee shall be composed of not more than three (3) nurses, not more than one (1) of whom shall be from the same specialty unit; it being understood that the Association will endeavour to designate no more than one (1) from any nursing unit.

C.4 Grievance Committee

The Grievance Committee shall be composed of not more than two (2) nurses, it being understood that the Association will designate no more than one (1) from any nursing unit.

C.5 Interviewins Opportunity

The Association interviews shall take place for all newly hired nurses once during the orientation program at a mutually agreeable time.

ARTICLE D - EARNED LEAVE (PAID HOLIDAYS)

- D.1 The following shall be paid holidays:
- |                           |                             |
|---------------------------|-----------------------------|
| New Year's Day (Jan. 1st) | Labour Day                  |
| 3rd Monday in February    | Thanksgiving Day            |
| Good Friday               | Remembrance Day (Nov. 11th) |
| Easter Monday             | Christmas Day (Dec. 25th)   |
| Victoria Day              | Boxing Day (Dec. 26th)      |
| Dominion Day (July 1st)   |                             |
| Civic Holiday             |                             |
- D.2 Where a nurse is entitled to a lieu day, such lieu day will be scheduled at a time mutually agreed upon.
- D.3 For the purpose of determining entitlement to holiday pay, the nurse who works the majority of hours on a recognized holiday as provided herein, shall be paid the holiday rate of pay.
- D.4 The Hospital shall endeavour to arrange equitable distribution of holidays off within each nursing area.

ARTICLE E - EARNED LEAVE (VACATIONS)

- E.1 Vacation entitlement for nurses will be calculated as at May 31st each year.
- E.2 Vacation entitlement may not be accumulated from year to year and must be taken in the vacation year June 1st to May 31st.
- E.3 When nurses in a specific nursing unit or department desire the same or overlapping vacation periods, then the length of service of the nurses in the unit or department directly affected shall govern in the assignment of vacation.
- E.4 Nurses will receive their vacation pay with their regular cheques issued immediately preceding their commencement of vacation provided they have so requested in writing to the Nursing Administration Office four (4) weeks before vacation.
- E.5 Vacation schedules shall be posted by May 15th of all vacations requested by April 15th for the summer vacation period from June 15th to September 15th. Requests for vacation outside of this period shall be submitted two (2) months prior to the requested vacation.

- 6 In the event that a nurse requests that her vacation be taken consecutively and that the Hospital grant the weekend immediately preceding the vacation and the weekend immediately following the vacation as days off, the Hospital shall endeavour to accommodate such request.
- E.7 The Hospital shall notify the nurse prior to leaving on her vacation the date and time on which to report for duty following vacation.
- E.8 Nurses shall be permitted to take vacation in up to three (3) blocks during each vacation year. Such vacation requests shall not be unreasonably withheld.
- E.9 The Hospital shall permit the utilization of single vacation days, up to a maximum of five (5) per year provided they are requested in writing by the nurse at least two weeks in advance and providing they are scheduled at a mutually agreeable time.
- E.10 Requests for vacation to be paid out of accrued vacation entitlement may be approved, at the sole discretion of the Hospital, in lieu of an unpaid leave of absence if such request is in writing, meets operational requirements, and if deemed to be due to circumstances reasonably beyond the control of the employee. Any such request must be submitted by the employee immediately upon becoming aware of the need for such time off.

#### ARTICLE F - LEAVE OF ABSENCE - ASSOCIATION BUSINESS

- F.1 Leave of absence for Association business shall be given up to a total of thirty-five (35) days during each contract year, provided at least four (4) weeks' notice is given to the Hospital, except in emergency situations where four (4) weeks' notice is not possible in which case two (2) weeks' notice is acceptable. It is agreed that not more than three (3) nurses shall be absent on such leave at the same time and not more than one (1) nurse from any one unit.

#### ARTICLE G - HOURS OF WORK

- G.1 1. Extended tours shall be introduced into any unit when:
- i) eighty (80%) percent of the nurses in the unit so indicate by secret ballot, and
  - ii) the Hospital agrees to implement the Extended Tours, such agreement shall not be withheld in an unreasonably arbitrary manner.



2. Extended Tours may be discontinued in any unit when:
  - i) fifty (50%) percent of the nurses in the unit so indicate by secret ballot; or
  - ii) 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 neither unreasonable nor arbitrary,  
  
states its intention to discontinue the Extended Tours in the schedule.
3. When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
  - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - ii) where it is determined that the Extended Tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

G.2

A nurse will receive premium payment, as defined in Article 14.03, for all hours worked on a third (3rd) consecutive and subsequent 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 shifts with another nurse.

G.3

Arrangements prevailing in the Hospital of granting time off in lieu of overtime payment, shall be continued.

ARTICLE H - SCHEDULING OBJECTIVES

H.1 The Hospital will endeavour to maintain and achieve the following objectives in the formation of working schedules:

- (a) i) Nurses on the seven and one-half (7-1/2) hour tours will be asked to work no more than seven (7) consecutive days, except by mutual consent, followed by at least two (2) consecutive days off;
- ii) Nurses on the eleven and one-quarter (11- 1/4) hour tours will be asked to work no more than three (3) consecutive days, except by mutual consent, followed by at least two (2) consecutive days off.
- (b) The Hospital will endeavour to schedule nurses on the seven and one-half (7-1/2) hour tours at least every third (3rd) weekend off, and nurses on the eleven and one-quarter (11-1/4) hour tours at least every second (2nd) weekend off.
- (c) The schedule will be posted at least two (2) weeks in advance of it going into effect and will cover at least a four (4) week period. Requests for specific days off are to be submitted in writing at least four (4) weeks in advance of posting. It is understood that any such requests are not granted automatically, but are subject to approval in the discretion of the Hospital.  
  
The Hospital will continue its present practice of considering and granting requests from nurses for specific shift assignments.
- (d) Requests for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty.
- (e) At least two (2) consecutive shifts off shall be scheduled between shifts, and at least forty-seven (47) hours' time off shall be scheduled following night duty. A shorter period of time between changes of shift may be agreed upon by mutual consent.
- (f) The Hospital shall endeavour to equitably distribute shift assignments.
- (g) The Hospital shall endeavour to arrange schedules between December 15th and January 15th so that nurses shall receive five (5) consecutive days off at either Christmas or New Year's except in areas which are not normally required to work on Sundays

and statutory holidays. The general scheduling objectives contained in Article H in its entirety will not operate during the period from December 15th to January 15th.

- (h) A weekend is defined as being 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.
- (i) Nurses shall not be required to work more than two (2) shift changes in any seven (7) day period, unless otherwise agreed.
- (j) Where there is a two (2) shift schedule in operation, the Employer will endeavour to provide fifty percent (50%) of time on day tour, unless mutually agreed otherwise.
- (k) If new starting and stopping times are being introduced by the Hospital for an area or unit, six (6) weeks' notification shall be given to the Union. The Hospital shall meet with the Union prior to the introduction of new starting and stopping times so that the reasons for the changes may be discussed and the Union may have opportunity to make submissions.

H.2 Rest periods shall be scheduled during each tour, at a time designated by the Hospital.

    I    -    E    DUS

- I.1 Seniority lists will be filed with the President of the Local Association or her designate, semi-annually, March and September of each year.
- I.2 The Hospital will endeavour to equitably distribute standby duties.
- I.3 Pay cheques with a statement of earnings will be issued bi-weekly.
- I.4 The Hospital will provide identified separate sections on the official bulletin boards for the use of the Association in posting Association notices. Such notices must be submitted to and be approved by the appointed representatives of the Hospital, prior to posting. Such approval shall not be unreasonably denied.

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All correspondence between the parties, except as provided for under the Grievance Procedure arising out of this Agreement, or incidental thereto, shall pass to and from the Director of Personnel of the Hospital, and a Secretary and the President of the Local Association.

- I.6 Nurses required to be on call, shall be provided with beeper paging devices. The Hospital shall bear the expense of these devices provided to the nurses. The nurses shall be responsible for informing the Hospital of any device malfunctions or repair concerns.

ARTICLE J - PREPAID LEAVE PLAN

- J.1 In accordance with the Prepaid Leave Plan, the number of nurses that may be enrolled yearly is two (2) it being understood that there will be no more than one (1) nurse from any nursing unit.

ARTICLE K - MODIFIED WORK

- K.1 The Hospital will notify the President of the Local Nurses Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
- K.2 When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work,
- K.3 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

ARTICLE L - NURSE ABUSE

- L.1 The Hospital, with the nurse's consent, will inform the Association within three (3) days of any nurse who has been assaulted while performing her work.

Such information shall be submitted, in writing, to the Association as soon as possible.

The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing her work.

DATED AT TORONTO, ONTARIO THIS 20 DAY OF December, 1995.

FOR THE HOSPITAL

*[Signature]*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
*Jerry Martin*  
 \_\_\_\_\_  
 \_\_\_\_\_

FOR THE ASSOCIATION

*Paul Mankel* ERW  
 \_\_\_\_\_  
*Speeter*  
 \_\_\_\_\_  
*Nancy Obee rd*  
 \_\_\_\_\_  
*CP Dillon*  
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