

SOURCE	O.N.A.		
Wage EFF.	9110401		
TERM.	93	03	31
No. OF EMPLOYEES	18		
NOMBRE D'EMPLOYÉS	18		

COLLECTIVE AGREEMENT

B E T W E E N

HILLCREST HOSPITAL
(hereinafter called the "Hospital")

- and -

ONTARIO NURSES' ASSOCIATION
(hereinafter called the "Association")

FULL-TIME

EXPIRY: March 31, 1993

JAN 14 1993

0605004

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HILLCREST HOSPITALAPPENDIX 3SALARY SCHEDULEFULL-TIME SALARIESASSISTANT HEAD NURSE

	<u>April 1, 1991</u>		<u>October 1, 1991</u>		<u>April 1, 1992</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2838.88	17.47	2838.88	17.47	2838.88	17.47
After 1 year	2991.67	18.41	2991.67	18.41	2991.67	18.41
After 2 years	3058.69	18.82	3058.69	18.82	3119.34	19.20
After 3 years	3200.12	19.69	3200.12	19.69	3286.62	20.23
After 4 years	3327.27	20.48	3370.48	20.74	3456.90	21.27
After 5 years	3452.82	21.25	3495.99	21.51	3625.47	22.31
After 6 years	3582.16	22.04	3625.32	22.31	3841.11	23.64
After 7 years	3710.07	22.83	3796.36	23.36	4055.20	24.96
After 8 years	3839.36	23.63	3968.78	24.42	4270.75	26.28
After 9 years	3969.63	24.43	4142.22	25.49	4487.40	27.61

REGISTERED NURSE

Start	2732.17	16.81	2732.17	16.81	2732.17	16.81
After 1 year	2877.67	17.71	2877.67	17.71	2877.67	17.71
After 2 years	2941.67	18.10	2941.67	18.10	3000.00	18.46
After 3 years	3083.33	18.97	3083.33	18.97	3166.67	19.49
After 4 years	3208.33	19.74	3250.00	20.00	3333.33	20.51
After 5 years	3333.33	20.51	3375.00	20.77	3500.00	21.54
After 6 years	3458.33	21.28	3500.00	21.54	3708.33	22.82
After 7 years	3583.33	22.05	3666.67	22.56	3916.67	24.10
After 8 years	3708.33	22.82	3833.33	23.59	4125.00	25.38
After 9 years	3833.33	23.59	4000.00	24.62	4333.33	26.67

GRADUATE NURSES

Start	2604.88	16.03	2604.88	16.03	2604.88	16.03
After 1 year	2736.54	16.84	2736.54	16.84	2736.54	16.84
After 2 years	2790.44	17.20	2790.44	17.20	2845.78	17.54
After 3 years	2920.53	18.02	2920.53	18.02	2999.47	18.52
After 4 years	3034.90	18.75	3074.32	19.00	3153.14	19.48
After 5 years	3144.48	19.28	3183.79	19.52	3301.70	20.25
After 6 years	3253.13	20.00	3292.33	20.25	3488.30	21.45
After 7 years	3362.70	20.68	3440.91	21.16	3675.51	22.61
After 8 years	3479.70	21.41	3597.00	22.13	3870.68	23.81
After 9 years	3597.76	22.13	3754.19	23.09	4067.04	25.02

APPENDIX 4SUPERIOR CONDITIONS

The Hospital will pay monthly preparation premium in addition to the salaries shown in the attached Appendix 3, as below, provided the qualifications are used in the performance of the nurse's normal or assigned duties:

Assistant Head Nurse

(a) Post-Graduate course of 3 months or more if related to Nursing	\$15.00*
(b) C.H.A. Nursing Unit Administration	20.00
(c) One (1) year University	40.00
(d) Baccalaureate Degree	80.00

*

General staff nurses shall also receive this premium if the course benefits are being utilized in their normal nursing duties.

Article 21 is a provision which existed in the Collective Agreement which expired on September 30, 1980, and which shall be retained to the extent of its application, as provided for in Article 12.02 and 12.03 of the Interest Arbitration Award (O'Shea) dated October 23, 1981.

ARTICLE 21 - LEAVE FOR ILLNESS

- 21.01 A medical certificate may be required when a nurse is absent due to illness for three (3) or more consecutive working days.
- 21.02 A nurse with five (5) years or more of continuous service shall, on termination of employment, be paid fifty per cent (50%) of the unused portion of any sick leave accumulated to her credit, except where such termination is the result of discharge for cause. Payment shall be at the nurse's normal rate of pay multiplied by the weekly hours.
- 21.03 No sick leave pay shall be paid where a nurse is on vacation, or is on leave of absence for any reason. It is not the Hospital's policy to force any employee to take their vacation as a part of a sick leave, and anyone falling sick and under the care of a Physician on the last scheduled working day (or sooner) before the

commencement of their annual vacation, may request a postponement of their annual vacation and the Hospital will make every effort to reschedule same at mutually satisfactory dates.

- 21.04 A nurse who returns to full-time service from part-time service shall have reinstated any sick leave credits accumulated during previous full-time service, provided that her employment with the Hospital has remained unbroken since the time of full-time service.

ARTICLE 12.02

Effective January 1, 1982, all existing sick leave plans in the participating Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.

ARTICLE 12.03

Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the nurse on the effective date of the transfer to the plan set out in Article 12.01. The "sick leave bank" shall be utilized to:

- (a) Supplement payment for sick leave days under the new plan which would otherwise be at less than full wages; and
- (b) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out shall be made on the termination of employment, or in the case of death, to the nurse's estate. The amount of the pay-out shall be a cash settlement at the nurse's then current salary rate for any unused sick credits to the maximum provided under the sick leave plan in which she participated as of the date of this award;
- (c) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, her existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and she shall be entitled to the same cash-out provisions as set out

in paragraph (b) above, providing she subsequently achieves the necessary service to qualify her for pay-out under the conditions of the sick leave plan in which she participated as of the date of the award;

- (d) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, a nurse who, as of the date of the Award, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the nurse, will supplement the award made by the Workers' Compensation Board for loss of wages to the nurse by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) of the nurse's net earnings to the limit of the nurse's accumulated sick leave credits. Nurses may utilize such sick leave credits while awaiting approval of a claim for Workers' Compensation.

APPENDIX 5LOCAL ISSUESARTICLE A - RECOGNITION

- A.1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses at the Hospital, save and except Head Nurses, nurses above the rank of Head Nurse, nurses working in the capacity of a Hospital Health Nurse, nurses regularly employed on a part-time basis, and other employees covered by a Collective Agreement with another Trade Union.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 The management of the Hospital's operations, and the selection and direction of all nurses shall continue to be exclusively vested with the Hospital, except where specifically abridged by the terms of this Agreement.
- B.2 Rules and regulations made by management must be reasonable and uniformly administered and not inconsistent with the provisions of this Agreement.
- B.3 A claim of discharge, suspension or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided.

ARTICLE C - COMMITTEES AND REPRESENTATIVESC.1 Nurse Representatives

There shall be four (4) Nurse Representatives, one from each unit, plus one (1) part-time. There shall not be more than two (2) nurses absent from a unit at any one time. It is understood that clauses C.1 to C.5 inclusive are identical to those in the part-time Appendix 5 - Appendix of Local Issues, and that the Committees and number of nurses elected to each are representative of a total of both the full-time and part-time bargaining units.

C.2 Negotiating Committee

The Negotiating Committee shall be composed of three (3) nurses, one (1) from each unit, of which any two (2) nurses may attend meetings and an equal number of representatives from the Hospital.

C.3 Grievance Committee

The Grievance Committee shall be composed of three (3) nurses, one (1) from each unit, of which any two (2) nurses may attend meetings and an equal number of representatives from the Hospital,

C.4 Hospital-Association Committee

This Committee shall be composed of three (3) nurses, of which any two (2) nurses may attend meetings and an equal number of representatives from the Hospital.

C.5 Association Interview

The Association interview shall be scheduled within less than thirty (30) days after the new nurse has started.

ARTICLE D - SCHEDULING - HOURS OF WORK

D.1 The days of work for any nurse, the starting and quitting times each day, the time of meal periods and the time rest periods are to be taken, will be determined by the Hospital, Regular shift schedules will be posted on the bulletin board fourteen (14) days in advance of becoming applicable and will cover a period of twenty-eight (28) days, Requests from staff to change posted time must be in the form of an exchange of time off and the written request must be signed by both staff members, Shift schedules, once posted, will not be changed unless emergency conditions arise. They shall provide for the following:

- (a) Two (2) consecutive days off each week for each nurse;
- (b) Not more than six (6) consecutive days of work in a two (2) week period;
- (c) One (1) week-end off in three (3) consecutive weekends;
- (d) Nurses shall not be required to work more than two (2) shifts in any fourteen (14) day period;
- (e) The Hospital will endeavour to schedule a nurse to work either days and evenings, or days and nights, or permanent evenings or nights, at her request.
- (f) There shall be no split shifts scheduled for any nurse;

- (g) Sixteen (16) hours off will be allowed between tours of work;
- (h) It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following completion of Friday day shift until the commencement of the Monday day shift.

D.2 The Hospital will endeavour to ensure that a nurse who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on evenings or nights and at least fifty percent (50%) of a nurse's schedule be assigned to the day shift.

Requests to work evening or night tour on a permanent basis will be granted, if possible.

D.3 There shall be a request book for scheduling on every floor to allow nurses to put in requests for specific days off and shifts of work. These requests will be given consideration by the immediate supervisor and other Hospital administration, having due regard to the Collective Agreement and to the operation of the Hospital.

D.4 On a routine scheduling basis, full-time nurses will not be required to rotate among the nursing units.

D.5 A nurse will receive premium pay for all hours worked on a third (3rd) and subsequent 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 the result of an exchange of shifts with another nurse.

D.6 Nurses who work overtime may be granted time off in lieu thereof as arranged between the nurse and her immediate supervisor.

D.7 Staff reporting off duty due to illness will call in at least one and one-half (1½) hours before the start of day shift, and four (4) hours before the start of other shifts.

- D.7 Staff reporting off duty due to illness will call in at least one and one-half (1½) hours before the start of day shift, and four (4) hours before the start of other shifts.

ARTICLE E - VACATIONS

- E.1 Vacation dates shall be granted according to seniority in the bargaining unit. In order to ensure the efficient operation of the Hospital the respective dates of all nurses must be finally approved by the Hospital. Approval will not be unreasonably withheld. Vacation dates shall be finalized by May 1st of each year and will be confirmed by the Hospital by May 15th. Any nurse who has not exercised her seniority to select a vacation date by May 1st shall not be able to later use her seniority for the purpose of displacing a less senior nurse who has selected a vacation time. She shall, however, be granted her vacation at a time arranged between herself and her immediate supervisor, provided the Hospital is able to maintain an experienced and qualified work force.
- E.2 For purposes of computing continuous service, the cut-off date shall be the nurse's anniversary date of hire.
- E.3 Nurses may accumulate credits for a maximum of eighteen (18) months by mutual consent.
- E.4 The Hospital shall schedule the weekend off before and after a nurse's vacation when vacation is one (1) week or longer in duration.
- E.5 Upon request, a nurse may receive her vacation pay or regular pay owing to her before leaving on vacation.
- E.6 A vacation schedule shall be posted for nurses, by bargaining unit seniority, on each floor in January of each year indicating the amount of vacation entitlement for each nurse.

ARTICLE F - PAID HOLIDAYS

- F.1 The Hospital agrees to recognize the following paid holidays':

New Year' Day	Civic Holiday
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
2nd Friday in June	Christmas Day
Canada Day (July 1)	Boxing Day

F.2 The lieu day shall be scheduled off within thirty (30) days on either side of the holiday at a mutually agreed upon time between the nurse and her immediate supervisor. Unless the nurse requests otherwise, the lieu day shall not be scheduled as a single day off. The above applies both to paid holidays worked and scheduled off.

For paid holidays occurring during a nurse's vacation period, the above terms shall also apply except the lieu day is to be taken within forty-five (45) days following her vacation period. JB

F.3 A nurse may accumulate not more than three (3) lieu days, which may be taken concurrently or added to her vacation, at a mutually agreeable time.

F.4 A nurse is entitled to either Christmas Day or New Year's Day, and the Hospital will provide no less than six (6) consecutive days off over either Christmas or New Year's for each nurse and shall advise each nurse of these days off three (3) weeks in advance. Where possible, additional days will be scheduled off. Time off at Christmas shall include Christmas Eve Day, Christmas Eve, Christmas Day and Boxing Day, and time off at New Year's shall include New Year's Eve Day, New Year's Eve and New Year's Day. In order to accommodate consecutive days off over Christmas or New Year's, scheduling requirements in D-1 (c) may be waived, but the Hospital will endeavour to schedule one (1) week-end off in three (3) consecutive week-ends.

F.5 The Hospital shall endeavour to schedule nurses who are required to work on a paid holiday to be scheduled to work on the weekend attached to the paid holiday (if a Monday or a Friday). Similarly, if a nurse is scheduled off on a paid holiday (if a Monday or a Friday), then the Hospital shall endeavour to schedule the attached weekend off also.

F.6 A paid holiday in July and November may be scheduled as a single day off.

F.7 The Hospital will arrange for paid holidays off to be scheduled equitably among the nurses regularly working in the same unit.

ARTICLE G - LIABILITY INSURANCE

- G.1** The Hospital agrees to provide malpractice and professional liability insurance to cover the nurse in the event of any legal action brought against such nurse in the course of her duties during her employment with the Hospital.

ARTICLE H - ASSOCIATION LEAVE

- H.1** Association leave shall be granted provided two (2) clear weeks' notice, (six (6) clear weeks' notice where possible), has been given, in writing, to the Hospital, and further provided not more than two (2) nurses are involved at any one time. The total accumulation of such leave shall not exceed thirty-five (35) working days in any twelve (12) month period.

It is understood that this Article is identical to that in the part-time Appendix 5 - Appendix of Local Issues, and that the nurses are representative of a total of both the full-time and part-time bargaining units.

ARTICLE I - SENIORITY LISTS

- I.1** The seniority list will be posted on the bulletin boards in January and July of each year.

ARTICLE J - BULLETIN BOARDS

- J.1** Two (2) bulletin boards will be located, one inside and one outside the Locker Room. These shall be available to the Association for posting of Association notices. All such notices must be signed by an Association Officer. The outside bulletin board will be enclosed with glass, with lock and key. The Hospital will provide the Association with a key to the bulletin board.

ARTICLE K - DEFERRED SALARY PLAN

- K-1** The number of nurses involved in the deferred salary plan (four (4) years' salary over a five (5) year period) at any one (1) time shall be a total of three (3), but no more than one (1) off from any one unit at any one time.

It is understood that this Article is identical to that in part-time Appendix 5 - Appendix of Local Issues, Article K,1 and that the number of nurses set out in both

Articles are representative of a total of both the full-time and part-time bargaining units.

RTICI L - JOB SHARING

1. The parties mutually agree to implement job sharing.
2. **Job** sharing means the sharing by two part-time employees of one full-time designated position.
3. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
4. It is the responsibility of the two nurses who wish to job share a vacant full-time position to apply in writing to the appropriate Nursing Unit Manager.
5. The Hospital reserves the right to determine the number of full-time vacancies which may be filled with **job** sharers.
6. Total hours worked by the job sharer 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) nurses and the Nursing Unit Manager of the Unit.
7. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement and subject to the Nursing Unit Manager's approval.
8. If a job share participant leaves and the job posting procedure does not find a replacement, then the job will revert to a full-time position.
9. All other provisions covering job sharing are contained in the central part-time agreement,
10. Discontinuation:

Either party may discontinue the job sharing arrangement with six (6) weeks notice. Upon receipt of such notice a meeting shall be arranged between the parties within ten (10) working days to discuss the discontinuation.

ARTICLE M - MODIFIED WORK

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.
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.
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.

Dated at Toronto Ontario, this 19th day of August, 1992

FOR THE EMPLOYER

Neil Davidson
Maria Galippi
Rene Jacuzzi

FOR THE ASSOCIATION

Francis McQuinn (ERO)
Leslie Fera
Carolyn Co-Edwards

LETTER OF UNDERSTANDING

b e t w e e n

HILLCREST HOSPITAL

- and -

ONTARIO NURSES' ASSOCIATION

This Letter of Understanding, which is separate and apart from the Collective Agreement, shall be your assurance that:

The Hospital agrees to give the Association at least forty-five (45) days' notice of any intention to charge for use of the parking lot. The Hospital will meet and discuss any implementation of paid parking with the Association Negotiating Committee if so requested during the forty-five (45) days' notice.

Dated at Toronto Ontario, this 19th day of August, 1992

FOR THE EMPLOYER

Giulio Danowski
Maria Galippi
Rose Jacuzzi

FOR THE ASSOCIATION

Fredith M. Yvaine (ERA)
Leleso Fokan
Carleen C. 5000

LETTER OF UNDERSTANDING

b e t w e e n

HILLCREST HOSPITAL

- and -

ONTARIO NURSES' ASSOCIATION

Re: Scheduling Committee

A unit based creative scheduling committee consisting of the Unit Manager and two (2) members (1 full-time and 1 part-time) from the O.N.A. shall be established and meet as required by request to draw up work schedules.

Dated at T Ontario, this 19th day of August, 1992

FOR THE EMPLOYER

Debra M. ...

Maria - Gallippi

Rosie ...

FOR THE ASSOCIATION

Janith M. ... (EKO)

Leslie ...

Colleen ...
