

SOURCE	ONA		
EFF.	93	04	01
TERM.	96	03	31
NO. OF EMPLOYEES	5		
NOMBRE D'EMPLOYES	5		

Full-Time

COLLECTIVE AGREEMENT

BETWEEN :

THE DONWOOD INSTITUTE  
(hereinafter referred to as "the Hospital")

- and -

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

April 1, 1993 - March 31, 1996

SEP 5 1995

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INDEX

<u>ARTICLE</u>	<u>PAGE</u>
APPENDIX 3 . . . . .	L1
ARTICLE A - RECOGNITION . . . . .	L3
ARTICLE B - MANAGEMENT RIGHTS . . . . .	L3
ARTICLE C - REPRESENTATION AND COMMITTEES . . . . .	L4
ARTICLE D - ASSOCIATION SECURITY . . . . .	L4
ARTICLE E - SENIORITY . . . . .	L4
ARTICLE F - LEAVE FOR ASSOCIATION BUSINESS . . . . .	L4
ARTICLE G - HOURS OF WORK . . . . .	L5
ARTICLE H - PAID HOLIDAYS . . . . .	L8
ARTICLE I - VACATIONS . . . . .	L9
ARTICLE J - MISCELLANEOUS . . . . .	L10
ARTICLE K - JOB SHARING . . . . .	L10
ARTICLE L - PRE-PAID LEAVE . . . . .	L11
ARTICLE M - OCCUPATIONAL HEALTH AND SAFETY . . . . .	L11
ARTICLE N - MODIFIED WORK . . . . .	L11
LETTER OF UNDERSTANDING . . . . .	L13
LETTER OF UNDERSTANDING . . . . .	L14

## APPENDIX 3

## MONTHLY SALARY

REGISTERED NURSE

	<u>Apr. 1/93</u>		Jan. 1/94		Jan. 1/95		Jan. 1/96	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
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

TEAM LEADER

START	2806.81	17.27	2852.77	17.56	2898.73	17.84	2944.69	18.12
1 YR	2954.53	18.18	3000.49	18.46	3046.45	18.75	3092.41	19.03
2 YRS	3077.64	18.94	3123.60	19.22	3169.56	19.50	3215.52	19.79
3 YRS	3246.69	19.98	3292.65	20.26	3338.61	20.55	3384.57	20.83
4 YRS	3414.13	21.01	3460.09	21.29	3506.05	21.58	3552.01	21.86
5 YRS	3583.19	22.05	3629.15	22.33	3675.11	22.62	3721.07	22.90
6 YRS	3793.31	23.34	3839.26	23.63	3885.22	23.91	3931.18	24.19
7 YRS	4003.39	24.64	4049.35	24.92	4095.31	25.20	4141.27	25.48
8 YRS	4213.50	25.93	4259.46	26.21	4305.42	26.49	4351.38	26.78
9 YRS	4425.24	27.23	4471.20	27.52	4517.16	27.80	4563.12	28.08

ASSISTANT HEAD NURSE

START	2874.44	17.69	2921.51	17.98	2968.58	18.27	3015.64	18.56
1 YR	3025.62	18.62	3072.68	18.91	3119.75	19.20	3166.81	19.49
2 YRS	3151.69	19.40	3198.76	19.68	3245.82	19.97	3292.89	20.26
3 YRS	3324.82	20.46	3371.88	20.75	3418.95	21.04	3466.01	21.33
4 YRS	3496.27	21.52	3543.33	21.81	3590.40	22.09	3637.46	22.38
5 YRS	3669.40	22.58	3716.46	22.87	3763.53	23.16	3810.59	23.45
6 YRS	3884.56	23.90	3931.62	24.19	3978.69	24.48	4025.75	24.77
7 YRS	4099.71	25.23	4146.77	25.52	4193.84	25.81	4240.90	26.10
8 YRS	4314.87	26.55	4361.93	26.84	4409.00	27.13	4456.06	27.42
9 YRS	4531.69	27.89	4578.75	28.18	4625.82	28.47	4672.88	28.76

L2  
APPENDIX 5

APPENDIX OF LOCAL PROVISIONS

Between

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

- and -

THE DONWOOD INSTITUTE  
(hereinafter referred to as the "Hospital")

FULL-TIME

April 1, 1993 - March 31, 1996

ARTICLE A - RECOGNITION

- A-1 The Hospital recognizes the Association as the bargaining agent of all registered and graduate nurses employed by the Donwood Institute, in Metropolitan Toronto, Ontario, save and except the Department Head, persons above the rank of Department Head, and persons regularly employed for not more than twenty-four (24) hours per week.
- A-3 "Supervisor" or "immediate supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

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 with the Hospital, except as specifically limited by 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, classify, transfer, promote, demote, lay-off, recall and suspend or otherwise discipline nurses provided that a claim by a nurse that she has been discharged, suspended or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) establish, alter and enforce reasonable rules and regulations to be observed by the nurses;
  - (d) determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of nurses required from time to time, the services to be performed, standards of performance of all employees, work assignments, the hours of work schedules, shift assignments, and all other rights and responsibilities of management, not specifically modified elsewhere in this Agreement.
- B-2 The Hospital recognizes that the rights described in this Article shall be exercised in a manner consistent with all provisions of this Agreement.

ARTICLE C - REPRESENTATION AND COMMITTEES

C-1 The parties agree that nurse representatives and committee members, as provided for in Article 6, may be from either the full-time or part-time bargaining unit and shall represent both bargaining units. It is understood that the total number of nurse representatives or committee members shall not exceed the following:

(a) Nurse Representatives

Two (2) nurse representatives who will be appointed or elected by the Association for the purpose of dealing with Association business as provided in this Collective Agreement.

(b) Grievance Committee

The Employer will recognize a Grievance Committee composed of two (2) nurses.

(c) Hospital-Association Committee

The Employer will recognize a Hospital-Association Committee composed of two (2) nurses and two (2) representatives of the Hospital.

(d) Negotiating Committee

The Employer agrees to recognize a Negotiating Committee comprised of two (2) representatives of the Association for the purpose of negotiating renewal Collective Agreements.

ARTICLE D - ASSOCIATION SECURITY

D-1 The interview period as provided for in the Central Agreement will normally be scheduled during the new nurse's orientation period.

ARTICLE E - SENIORITY

E-1 A copy of the current seniority list as provided for in the Central Agreement will be provided by February 15 and August 15 of each year.

ARTICLE F - LEAVE FOR ASSOCIATION BUSINESS

F-1 As provided for in the Central Agreement, the cumulative total leave of absence for nurses, including full-time and part-time nurses, shall be thirty (30) days during the calendar year subject to the following conditions:

- i) The Association will notify the Hospital in writing four (4) weeks in advance of the requested leave, except in cases of extenuating circumstances.
- ii) No more than one (1) nurse shall be absent at any one time.

## ARTICLE G - HOURS OF WORK

### G-1 Scheduling - Hours of Work

- (a) Schedules will be posted two (2) weeks in advance and cover a six-week period.

A nurse may be permitted to exchange her scheduled tours of duty with another nurse who is scheduled to work in that area. The proposed exchange will be reviewed with the immediate supervisor and approval shall not be unreasonably withheld. Such arrangements shall not result in the requirement of any premium payment by the Hospital.

Requests for specific days off shall be submitted two (2) weeks in advance of the posted schedule.

- (b) Nurses will not be scheduled to work more than seven (7) consecutive days, followed by at least two (2) days' off, unless by agreement of the nurse involved.

- (c) Medical Services

At least sixteen (16) hours off shall be scheduled between shifts, and at least forty-eight (48) consecutive hours off shall be scheduled following nights. A shorter period of time between changes of shifts may be agreed upon by mutual consent between the immediate supervisor and the nurse involved.

- (d) Nurses presently employed on the evening, night or day tours on a permanent basis will not be rotated except by mutual consent between the immediate supervisor and the nurse involved. Notwithstanding the above, nurses permanently employed on the evening, night or day tours may be required to rotate on an alternate shift for the purposes of evaluation or if staffing requirements necessitate a change in rotation.

- (e) A nurse may not be required to change tours of duty more than once during the work week, unless otherwise mutually agreed between the immediate supervisor and the nurse involved.

- (f) The Hospital will attempt to schedule nurses rotate two (2) tours of their preference, subject to the staffing requirements of the individual nursing area.

This provision does not apply to nurses that have been assigned a permanent rotation.

- (g) The Hospital will schedule every second weekend off in all departments.

If a nurse is required to work on a third weekend, she will receive premium payment as defined in the Central Agreement, for all hours worked on that weekend, save and except where:

- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - ii) such nurse has requested weekend work; or
  - iii) such weekend is worked as the result of an exchange of shift with another nurse.
- (h) A weekend shall consist of fifty-six (56) consecutive hours off work during the period following the completion of the nurse's Friday shift until the commencement of the nurse's Monday shift.
- (i) A nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season, unless the nurse requests fewer days off. The normal scheduling conditions shall be waived to accommodate this arrangement between December 15 and January 7.

For the purpose of this schedule, Christmas shall be defined as December 24, 25 and 26, and New Year's shall be defined as December 31 and January 1.

Nurses shall request their time off for Christmas or New Year's by October 15 and time off for Christmas and New Year's shall be posted by November 1.

This provision (i) will not apply to areas where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.

- (j) For nurses on rotating shifts, the Hospital shall schedule half of the nurse's tours as day tours; it being recognized that it may not always be possible to do so. Days' off shall not be included in



determining whether or not the above has been achieved.

- (k) The present practice of the night shift being the first shift of the day shall continue.
- (l) The Hospital will not introduce new starting and stopping times without providing six (6) weeks' written notice to the Association.
- (m) 1. Extended tours shall be introduced in a nursing unit on the following basis:

- i) Nurses indicate by secret ballot that 90% of the nurses in the unit, desire to work extended tours, and
- ii) The Hospital agrees.

Such agreement shall not be withheld in an unreasonable or arbitrary manner.

- 2. Discontinuation of extended tours, may occur when:
  - i) 60% of the nurses in the unit indicate by secret ballot a desire to discontinue extended tours; or
  - ii) (a) Adversely affects patient care which shall be substantiated by written documentation,
    - (b) A non-workable staffing schedule, which shall not be due to a nursing shortage
    - (c) Where the Hospital wishes to do so for other reasons which are neither unreasonable or arbitrary.

- 3. When notice of discontinuation is given, the parties shall meet within two (2) weeks or within a mutually agreed time.

Where extended tours are to be discontinued, nurses shall be informed at least ninety (90) days prior to the amended schedule.

- 4. Upon completion of a six (6) month trial period, a second vote will be conducted in accordance with section 1 above in order to determine that the nurses wish to work extended tours on a permanent basis.

5. The parties further agree to evaluate extended tours in each nursing unit concerned.

G-2 Lieu Time Off For Overtime Worked

Where a nurse has chosen equivalent time off as provided for in the Central Agreement, such time must be taken within forty-five (45) days, at a mutually agreeable time, following the entitlement to the equivalent time off or payment will be made as provided for in the Central Agreement,

ARTICLE H - PAID HOLIDAYS

- H-1 The following shall be paid holidays:

New Year's Day (Jan 1)	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day (Dec. 25)
Canada Day (July 1)	Boxing Day (Dec. 26)
2nd Monday in February	2nd Friday in November

- H-2 When a nurse qualifies for lieu days, such lieu days will be granted within forty-five (45) days prior to or following the date on which the holiday was observed. Such lieu day may be scheduled in conjunction with the scheduled weekend off, or days off, at a mutually agreeable time between the nurse and her immediate supervisor. Failing mutual agreement, within two (2) weeks after the above qualifying period is past, then the lieu day will be scheduled by the immediate supervisor.

- H-3 Scheduling of a day off on the day of observance of a holiday will be distributed among the nurses in each nursing unit concerned, as equitably as is reasonably practical.

- H-4 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.

- H-5
- (a) A nurse required to work on a paid holiday may also be required to work the weekend in conjunction with the paid holiday.
  - (b) A nurse scheduled off on a paid holiday may also be scheduled off duty on the weekend in conjunction with the paid holiday.

ARTICLE I - VACATIONS

- I-1 The date for determining vacation entitlement under Article 16.01 shall be March 31.
- I-2 Vacations will be scheduled as follows:
- (a) Vacations may be taken at any time of year and the Employer will grant requests where reasonably possible, and vacations shall not be unreasonably withheld subject to the balance of I-2.
  - (b) Vacation requests for June, July, August, and September will be submitted by the nurse to her Department Head by March 1st of each year. Requests for March winter break will be submitted by the nurse to her Department Head by November 1st of each year. Vacation approval shall be posted and finalized no later than April 15th. Vacation requests at any other time of the year will be submitted eight (8) weeks in advance of the requested time, and vacation approval shall be posted and finalized within four (4) weeks.  
  
Requests for vacation which do not abide by the time limits specified above shall be considered by the Hospital and, subject to staffing requirements, shall not be unreasonably denied.
  - (c) In scheduling vacation requests, preference will be given to nurses in accordance with their seniority provided the nurse exercises this right in accordance with (b) above.
  - (d) Provided the nurse has been scheduled and will meet her commitment to work either Christmas or New Year's, vacations may be requested and approved during the period of December 15th to January 7th where reasonably possible and vacations shall not be unreasonably withheld.
- I-3 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following such vacation.
- I-4 If a regular pay day occurs during a nurse's vacation, the pay normally available on that pay day will be deposited to the nurse's account on the pay period preceding her vacation, providing a request is received at least three weeks' prior to the commencement of the vacation.

ARTICLE J - E

- J-1 The current practice of being paid on a bi-weekly basis on Thursday shall continue.
- Pay stubs shall be available to all nurses on a bi-weekly basis on Thursday after 9:00 a.m.
- J-2 The Hospital will provide a bulletin board upon which the Association may post notices of meetings and other Association activities. All such notices must be signed by a member of the Association's Executive and a copy provided to the Director of Human Resources prior to being posted.
- J-3 The Hospital will provide each nurse with a T-4 slip, showing the dues deducted in the previous year for income tax purposes.
- J-4 The Hospital Security Guard will be available to escort nurses to and from their cars at a mutually agreeable time.

ARTICLE K - JOB SHARING

- K-1 The parties mutually agree to implement job sharing. The Employer shall not arbitrarily or unreasonably refuse to implement job sharing.
1. Requests to job share may be made by nurses at any time and will be considered on an individual basis. An incumbent full-time nurse wishing to share her position may do so without having her half of the position posted.
  2. Total hours worked by the job sharers shall equal one full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two nurses and the immediate supervisor of the unit.
  3. The above schedules shall conform with the scheduling provisions of the full-time collective agreement.
  4. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the collective agreement.
  5. The job sharers may mutually 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 nurse should be required to work.

6. Job sharers are not required to cover their partner during sick leave or vacation.
7. Where a job sharer is going to be absent, part-time nurses shall be offered the additional tours.
8. All other provisions covering job sharing are contained in the part-time agreement.
9. When filling full-time vacancies, consideration will be made to requests to job share.
10. If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to her former employment status.
11. If either party wish to discontinue the job sharing arrangement, they may do so with ninety (90) days notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days or a mutually agreeable time, to discuss the discontinuation. Discontinuation shall not be unreasonably or arbitrarily withheld.

ARTICLE L - PRE-PAID LEAVE

L-1 The parties agree that 10% of the nursing staff shall be permitted to be on pre-paid leave as set out in the collective agreement, at one time.

ARTICLE M - OCCUPATIONAL HEALTH AND SAFETY

M-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.

M-2 The Hospital will consider requests for reimbursement for damages incurred to the nurses' personal property, such as eye glasses, ripped uniforms, personal clothing, as a result of being assaulted while performing her work.

ARTICLE N - MODIFIED WORK

N-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.**

N-2 When it has been medically determined that an employee unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with the staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to work.

N-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 16<sup>th</sup> day of March, 1995.

FOR THE HOSPITAL

M. Dain  
R. J. Blum  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE ASSOCIATION

Beverly Mednick CNA  
Margaret Ledda CNA  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING

between

DONWOOD INSTITUTE

- and -

ONTARIO NURSES' ASSOCIATION

Vacation credits for full-time nurses with the approval of the Department Head and Directors may be accumulated to maximum total of one and one-half (1-1/2) times the annual entitlement. In no case will nurses be permitted to carry forward beyond March 31st more than one and one-half times the number of days vacation in their annual entitlement.

Dated at Toronto, Ontario this 16<sup>th</sup> Day of March, 1995.

FOR THE HOSPITAL

Wm. D. D. D.  
R. J. Blum

FOR THE ASSOCIATION

Sueley Mednick ONA  
Margaret Liddle ONA

LETTER OF UNDERSTANDING

between

DONWOOD INSTITUTE

- and -

ONTARIO NURSES' ASSOCIATION

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Nurses may contribute to the Donwood Salary Savings Registered Retirement Plan.

The nurse may contribute by means of payroll deduction five percent (5%) of her earned income and this would be matched by five percent (5%) from the Donwood Institute.

Dated at Toronto, Ontario this 16<sup>th</sup> day of March, 1995.

FOR THE HOSPITAL

M. Rosen  
R. Blewett  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE ASSOCIATION

Sueley Medwick CNA  
Margaret Reddy MNA  
\_\_\_\_\_  
\_\_\_\_\_