

SOURCE	O.N.A		
EFF.	91	04	0
TERM	93	03	3
No. OF EMPLOYEES	326		
NOMBRE D'EMPLOYÉS	df		

PART-TIME

COLLECTIVE AGREEMENT

B E T W E E N

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

- and -

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

822402

EXPIRY: March 31, 1993

WOMEN01.P93

TABLE OF CONTENTS

APPENDIX 3 a	47
APPENDIX 5	48
ARTICLE A - RECOGNITION	48
ARTICLE B - MANAGEMENT'S RIGHTS	48
ARTICLE C - COMMITTEES AND REPRESENTATIVES	49
ARTICLE D - SCHEDULING - HOURS OF WORK	50
ARTICLE E - VACATIONS a	54
ARTICLE F - PAID HOLIDAYS	55
ARTICLE G - STANDBY	55
ARTICLE H - BULLETIN BOARDS	56
ARTICLE I - UNIFORMS	56
ARTICLE J - ASSOCIATION LEAVE	56
ARTICLE K - SENIORITY LISTS	56
ARTICLE L - JOB SHARING a	57
ARTICLE M - PREPAID LEAVE	59
ARTICLE N - PARKING	59
ARTICLE O - MODIFIED WORK	59
LETTER OF UNDERSTANDING	61
LETTER OF UNDERSTANDING	62
LETTER OF UNDERSTANDIN - Self-Scheduling	63

WOMEN'S COLLEGE HOSPITALAPPENDIX 3Registered Nurse

	April 1, 1991 <u>Hourly</u>	October 1, 1991 <u>Hourly</u>	April 1, 1992 <u>Hourly</u>
Start	16.81	16.81	16.81
After 1 year	17.71	17.71	17.71
After 2 years	18.10	18.10	18.46
After 3 years	18.97	18.97	19.49
After 4 years	19.74	20.00	20.51
After 5 years	20.51	20.77	21.54
After 6 years	21.28	21.54	22.82
After 7 years	22.05	22.56	24.10
After 8 years	22.82	23.59	25.38
After 9 years	23.59	24.62	26.67

Graduate Nurse

Start	16.19	16.19	16.19
-------	-------	-------	-------

Permanent Team Leader

Start	17.47	17.47	17.47
After 1 year	18.49	18.49	18.49
After 2 years	18.96	18.96	19.33
After 3 years	19.92	19.92	20.47
After 4 years	20.73	21.00	21.54
After 5 years	21.49	21.76	22.56
After 6 years	22.28	22.55	23.89
After 7 years	23.08	23.61	25.22
After 8 years	23.88	24.68	26.56
After 9 years	24.68	25.75	27.90

APPENDIX 5ARTICLE A - RECOGNITION

- A.1 The Hospital recognizes the Association as the exclusive bargaining agent for all Graduate and Registered Nurses regularly employed for not more than twenty-four (24) hours per week by the Hospital in Toronto, engaged in nursing care, save and except Nursing Director and persons above the rank of Nursing Director.
- A.2 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 the 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, reasonable 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, through the Hospital/Association meetings.

- 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 three (3) part-time representatives.

C.2 Negotiating Committee

The Hospital will recognize a Negotiating Committee of at least one (1) part-time nurse.

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.

- C.6 In the event of personal articles, i.e. eye glasses, jewellery, clothing, being damaged in the line of work, an incident report will be filed by the nurse. Following the receipt of this report, the Hospital will investigate the incident, and, where the employee has followed policy and procedure, taken appropriate precautions and exercised good judgement, the Hospital will reimburse the nurse for the cost of repair or replacement of said article(s). The employer will not unreasonably deny a reimbursement.

ARTICLE D - SCHEDULING - HOURS OF WORK

D.1 Scheduling

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

- (a) No split shifts;
- (b) Schedules will be posted not less than twenty-eight (28) days in advance;
- (c) 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;
- (d) 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;
- (e) A nurse will be scheduled off for at least four (4) days off in any two (2) week period;
- (f) Nurses will not normally be scheduled to work more than seven (7) consecutive days unless by mutual agreement;
- (g) 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.

- (h) 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.
- (i) 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 (2) 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.

- (j) 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.

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.

D.4 A nurse shall receive at least one weekend off in three.

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

Extended Tours

- (a) 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 compressed work week, such agreement shall not be withheld in any unreasonably arbitrary manner.
- (b) A compressed work week may be discontinued in any unit when:
- i) eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
 - ii) the Hospital agrees to discontinue the compressed work week, such agreement shall not be withheld in an unreasonably arbitrary manner; or
 - iii) 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 nor arbitrary,

states *its* intention to discontinue the compressed work week in the schedule.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) 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 compressed work week will be discontinued, affected nurses

shall be given sixty (60) days' notice before the schedules are so amended.

D.6 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:

- i) Such weekend has been worked by a 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 with another nurse.
- (e) At least forty-eight (48) consecutive hours off to be scheduled following night shift;
- (f) Schedules shall be posted at least twenty-eight (28) days in advance;
- (g) 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;

- (h) Any requests 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.
- (i) A weekend will be defined as fifty-six (56) consecutive hours off work during the period following the completion of the last Friday extended shift.

- D.7
- (a) No part-time nurse will be required to work four (4) hour tours without her/his consent.
 - (b) Nurses who are scheduled for part tours, shall receive a paid rest period.
 - (c) Additional shifts shall be offered to the regular part-time nurse assigned to the unit up to their commitment, before being offered to casual nurses. Regular part-time nurses who wish to be considered for such additional shifts shall so indicate to the Hospital in writing on a periodic basis as stipulated by the Hospital. The Hospital shall endeavour to assign such additional shifts as equitably as possible. It is recognized that the Hospital shall not be required to assign any hours which may result in overtime premium pay.

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. Request for vacation will not be unreasonably denied.
- E.3 Weekends shall be scheduled off before and after vacation, unless mutually agreed otherwise.
- 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 The Hospital will give consideration to a nurses' request for vacation between the period December 15th and January 15th provided the nurse will be fulfilling her commitment to work either Christmas or New Years.
- 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 a change.
- E.8 Vacation pay for part-time nurses shall be paid out once per year on or about June 30th on a separate cheque.

ARTICLE F - PAID HOLIDAYS

- F.1 The Hospital agrees to recognize the following as Paid Holidays :
- | | |
|-------------------------|-------------------------|
| New Year's Day (Jan. 1) | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Day | Remembrance Day |
| Victoria Day | Christmas Day (Dec. 25) |
| Canada Day (July 1) | Boxing Day (Dec. 26) |
| Civic Holiday | Nurse's Birthday |
- 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 - 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 except staff in the Sexual Assault Care Centre.

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 (full-time and part-time bargaining units combined) shall be given up to a total of seventy-five (75) days per contract year. It is understood that not more than one nurse from each unit will be absent at any (1) time other than the 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) nurses 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.
- K.2 Seniority shall be defined as length of service with the Hospital since date of last hire. Seniority for part-time nurses shall be based on paid hours accumulated from date of last hire. It is recognized that fifteen hundred

(1500) paid hours equal one (1) year of full-time service.

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 (2) nurses who wish to job share a full-time position to inform the appropriate Nursing Director who will immediately inform the appropriate Vice President. 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, in exercising its discretion, consider the timing of the requests, in addition to the general appropriateness of the arrangement.

If any vacancies occur resultant upon the acceptance of a job sharing arrangement such vacancies shall be posted.

(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 the 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. The full-time job which is now vacant will be posted according to the collective agreement.

- (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 schedule 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 schedule 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 the 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 paid holidays than would one full-time nurse, unless mutually agreed otherwise.

- (k) The Hospital reserves the right to terminate a 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) 5E
 - (4) OR/RR
 - (5) ICU
 - (6) 5S
 - (7) 6E
 - (8) 8E
 - (9) 3E/Delivery Suite
 - (10) 10E
 - (11) O.P.D./U.C.C.
 - (12) Family Practice
 - (13) Women's Health Centre
 - (14) 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.

ARTICLE N - PARKING

N.1 The Hospital will notify the Association prior to any increase in parking fees.

ARTICLE O - MODIFIED WORK

- 0.1 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.
- 0.2 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.
- 0.3 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 23rd day of Nov, 1992

FOR THE EMPLOYER

[Signature]
Norma L. Hodge
6775-1545

FOR THE ASSOCIATION

[Signature] ERO
[Signature] RN
Judith Surridge
[Signature]

LETTER OF UNDERSTANDING

B E T W E E N

WOMEN'S COLLEGE HOSPITAL

- AND -

ONTARIO NURSES' ASSOCIATION

Notwithstanding Article K.2 of this Collective Agreement, it is agreed that the parties will accept the salary grid positioning of current regular part-time and casual nurses as set out in the Hospital's Tour Hour Accumulation Report (as at January 4, 1987) with the following exceptions:

- (i) Any nurse so affected has the right to challenge her position on the salary grid and to produce appropriate documentary evidence of such challenge;
- (ii) Fourteen (14) nurses have been positioned on the salary grid by an agreed formula which estimates the nurses' average hours in respect to their years of service.

Dated at Mississauga Ontario, this 23 day of April

FOR THE EMPLOYER

[Signature]
Norma R. Hedges
mn-445

FOR THE ASSOCIATION

[Signature] ERO
Judith Surridge
Susan Lee
ABeagle

LETTER UNDER ING

B E T W E E N

WOMEN'S COLLEGE HOSPITAL

- AND -

ONTARIO NURSES' ASSOCIATION

It is understood and agreed that, commencing April 1, 1988 all newly hired regular part-time nurses shall not be eligible to be paid for holidays not worked. All regular part-time nurses hired prior to April 1, 1988 shall continue to be eligible to be paid for holidays not worked in accordance with the Employment Standards Act, until termination of employment with the Hospital or transfer to casual or full-time status or vice versa.

Dated at Toronto Ontario, this 23 day of Nov, 1990.

FOR THE EMPLOYER

J. Schraube
Norma Rudge
m-r-h t

FOR THE ASSOCIATION

Esther Landit ERO
W. B. C. Raw
Judith Surridge
F. J. G. G.

LETTER OF UNDERSTANDING

B E T W E E N

WOMEN'S COLLEGE HOSPITAL

- and -

ONTARIO NURSES' ASSOCIATION

Re: Self-Scheduling

Whereas it is the intention of the parties hereto to test "self-scheduling" at Women's College Hospital, for full-time and part-time registered nurses, the parties hereby agree to the following:

1. Eighty percent (80%) of the nursing staff must indicate by secret ballot their willingness to participate prior to commencement of the test.
2. The test shall run for a six month period after which the nursing participants will indicate by an 80% vote, by secret ballot their willingness to continue self-scheduling with the agreement of the Unit Director.
3. Those nurses wishing not to participate in self-scheduling may, prior to the commencement of the test, indicate to the Unit Director their intent to remain on the existing Master Schedule. Participation in the test is voluntary, however once a decision is made to take part in the test, the nurse remains committed to the test for its duration. Nurses hired subsequent to the commencement of self-scheduling shall make their choice of participating in the test or in the master schedule.
4. Registered nurses participating in self-scheduling shall be responsible for scheduling their statutory holidays and lieu days.
5. The Unit Director shall review and approve the self-scheduling schedules to ensure that adequate nursing coverage is maintained in the Intensive Care Unit. Such approval shall not be unreasonably withheld.
6. Following the six (6) month test period cancellation of the self-scheduling by either Women's College Hospital

WOMEN01.P93

or the Ontario Nurses' Association shall be with four (4) weeks written notice to the other.

- 7. The collective agreements shall apply in all respects.
- 8. This Letter of Understanding covers the period of the self-scheduling test. If self-scheduling is continued following the test period, the Hospital and the Association shall meet to discuss the terms of such continuation.
- 9. Where self-scheduling is currently in effect, it shall continue, subject to the conditions outlined above.

Dated at Toronto Ontario, this 23 day of Nov, 1992

FOR THE EMPLOYER

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE ASSOCIATION

[Signature]
[Signature]
[Signature]
[Signature]