

SOURCE	HOSP		
EFF.	9/3	04	01
TERM.	96	03	31
No. OF EMPLOYEES	680		
NOMBRE D'EMPLOYÉS	24		

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CENTENARY HEALTH CENTRE  
(hereinafter referred to as the "Hospital")**

**and**

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

NOV 10 1995

Expiry Date: March 31, 1996

SCARB01/C96

12209(oi)

ARTICLE 22 - DURATION

- 22.01 This Agreement shall continue in effect until March 31, 1996 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement. \*
- 22.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 22.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.
- 22.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the parties will meet to determine the procedures to be followed.

ARTICLE 23

- 23.01 Attached hereto and forming part of this Agreement are the following appendices:
- Appendix 1 - O.N.A. Grievance Form
  - Appendix 2 - List of Professional Responsibility Assessment Committee - Chairpersons
  - Appendix 3 - Salary Schedule
  - Appendix 4 - Superior Conditions - If Any
  - Appendix 5 - Appendix of Local Provisions
  - Appendix 6 - O.N.A. Professional Responsibility Complaint Form

FULL-TIME APPENDICES

TO THE

COLLECTIVE AGREEMENT

BETWEEN

CENTENARY HEALTH CENTRE  
(hereinafter referred to as the "Hospital")

and

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

FULL-TIME

Expiry Date: March 31, 1996

SCARB01/96F

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APPENDIX 3SALARY SCHEDULERegistered Nurse  
Discharge Planner

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

Graduate Nurse

START	2650.38	16.31	2692.63	16.57	2736.77	16.84	2780.17	17.04
1 YR	2791.75	17.18	2834.00	17.44	2878.09	17.71	2921.51	17.90
2 YRS	2905.50	17.88	2947.75	18.14	2992.42	18.41	3035.81	18.61
3 YRS	3063.13	18.85	3105.38	19.11	3148.78	19.38	3192.13	19.59
4 YRS	3215.88	19.79	3258.13	20.05	3301.55	20.32	3344.83	20.56
5 YRS	3380.00	20.80	3422.25	21.06	3467.17	21.33	3510.53	21.54
6 YRS	3578.25	22.02	3620.50	22.28	3654.98	22.55	3698.22	22.75
7 YRS	3771.63	23.21	3813.88	23.47	3857.59	23.74	3900.88	23.97
8 YRS	3969.88	24.43	4012.13	24.69	4033.16	24.96	4076.22	25.18
9 YRS	4168.13	25.65	4210.38	25.91	4255.18	26.18	4298.47	26.41

Occupational Health Nurse  
Infection Control Officer  
Assistant Head Nurse

START	2913.63	17.93	29	8	8.2	3008.97	8.52	305	7	8.8
1 YR	3069.63	18.89	3118.38	19.19	3166.40	19.48	3214.17	19.78		
2 YRS	3198.00	19.68	3246.75	19.98	3294.20	20.27	3341.97	20.57		
3 YRS	3371.88	20.75	3420.63	21.05	3467.67	21.34	3515.41	21.65		
4 YRS	3550.63	21.85	3599.38	22.15	3647.43	22.44	3695.24	22.72		
5 YRS	3721.25	22.90	3770.00	23.20	3819.51	23.49	3867.27	23.80		
6 YRS	3945.50	24.28	3994.25	24.58	4040.75	24.87	4088.55	25.15		
7 YRS	4164.88	25.63	4213.63	25.93	4260.22	26.22	4308.03	26.49		
8 YRS	4382.63	26.97	4431.38	27.27	4478.62	27.56	4526.43	27.84		
9 YRS	4602.00	28.32	4650.75	28.62	4699.31	28.91	4747.12	29.19		

\* Includes Pay Equity adjusted rates.

APPENDIX 4

SUPERIOR CONDITIONS

1. Recognition for Post Graduate Education

In accordance with past practice the Director of Nursing, where applicable, may at her discretion, grant an increase in the nurse's starting salary to recognize post graduate education, by establishing her salary on an increment level closer to the current maximum of the applicable salary range than her qualifications would otherwise warrant.

APPENDIX 5

ARTICLE A - RECOGNITION

- A.1 The Hospital recognizes the Association as the exclusive bargaining agent of all registered and graduate nurses employed by Scarborough Centenary Hospital Association, in Scarborough, engaged in a nursing capacity, save and except Staff In-service Co-ordinators, IV Co-ordinator, Clinical Instructors, Manager, Nursing Services and those above the rank of Manager, Nursing Services.
- A.2 The word "nurses" when used throughout this Agreement shall refer only to persons included in the above bargaining unit.

ARTICLE B - RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

- 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, layoff, recall and suspend or otherwise discipline nurses, provided that a claim of discriminatory promotion, demotion, transfer or layoff, or that a claim of discharge, suspension, or discipline without just cause, or a violation of the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) determine in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment of 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.

- 3.2 These rights shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C.1 The Association may appoint a nurse representative in each unit or department employing nurses covered by this Agreement. Two (2) nurse representatives may be appointed in the Relief Pool. In order to represent the area, the nurse must be currently employed in the area or a recent transfer from the area (not exceeding thirty (30) days.)

C.2 The Health Centre shall recognize temporary substitution(s) appointed by the Association.

C.3 Hospital Association Committee

The Hospital Association Committee shall be composed of three (3) elected or appointed representatives of the Association and an equal number of representatives of the Hospital.

C.4 Negotiating Committee

The Negotiating Committee shall consist of not more than four (4) members of the Association.

C.5 Grievance Committee

The Grievance Committee shall consist of not more than three (3) nurses.

C.6 The Hospital shall provide bulletin boards upon which the Association may post any notices of Association business. All such notices must be signed by a member of the Association Executive and are subject to the approval of the Hospital. The Hospital shall provide the Association with access to the Operating Room Lounge bulletin board for the purpose of posting such notices.

C.7 The Association interview for all newly hired nurses, shall be scheduled by the Hospital to take place during the nurse's orientation period.

ARTICLE D - ASSOCIATION LEAVE

D.1 Leave of absence for Association business will be granted provided adequate notice is given and the number of nurses on such leave does not exceed four (4) at any one time or more than one (1) from any one nursing unit.



D.2 One nurse per unit per year for the 4 over 5 provision, (two nurses per large unit, i.e., more than 22 FTEs) to a maximum of 5% of the departmental FTEs.

Plan ~~consideration~~ Transfer requests will be unaffected by the ~~4 over 5~~ <sup>and Pre Paid leave</sup> provision, (i.e., normal criteria will be applied to transfer requests).

ARTICLE E - EARNED LEAVE (PAID HOLIDAYS)

E.1 The following shall be recognized as holidays:

New Year's Day (January 1)	Civic Holiday
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day (Nov. 11th)
3rd Friday in June	Christmas Day (Dec. 25th)
Canada Day (July 1st)	Boxing Day (Dec. 26th)

E.2 Where a nurse is entitled to a lieu day, such lieu day shall be granted thirty (30) days before or ninety days after the date on which the holiday was observed, to be taken on a day mutually agreed to between the nurse and the Health Centre.

E.3 For the purpose of determining entitlement to the premium payment for work performed on the holiday the nurse who works the majority of her scheduled hours on the calendar day of observance of the holiday will receive the premium payment.

ARTICLE F - (VACATIONS)

F.1 Vacation entitlement for nurses will be calculated as at May 31st in any year.

F.2 A nurse will normally be scheduled off duty for the weekend preceding the start of her vacation period.

F.3 It is understood and agreed that the Hospital will give every consideration to the nurses' 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 vacations. (See scheduling objectives).

F.4 (a) Nurses will submit first and second choices by March 1st of each year. All vacation schedules will be posted by May 1st of each year. Unresolved conflicts between nurses requesting the same times will be decided on the basis of seniority. However, vacation requests submitted after March 1st will be granted on a first come first served basis.

- (b) Staff may initially request a maximum of two (2) consecutive weeks' vacation between June 15 and September 15. Once all first requests have been honoured, additional weeks may be added on a seniority basis and where coverage allows.

ARTICLE G - HOURS OF WORK AND WORKING CONDITIONS

G.1 In accordance with Article 13.01 (b), nurses shall be granted a rest period during each half tour of duty, or such rest period shall be combined in accordance with current practices in the Health Centre.

G.2 Scheduling Provisions for Regular Tours

The Health Centre will utilize the following objectives in the formulation of working schedules for regular (8 hour) tours:

- (a) No less than two (2) tours or more than seven (7) tours will be scheduled consecutively. Two (2) calendar days off will be scheduled following the completion of seven (7) tours worked. A nurse required to work more than seven (7) consecutive tours of duty, shall be entitled to premium payment as set out in Article 14.03 for the eighth tour, and every successive tour until a day off is scheduled.
- (b) At least sixteen (16) hours time off will be scheduled when tours of duty are changed. Should the Health Centre require a nurse to change tours of duty without sixteen (16) hours time off then the nurse shall be entitled to premium payment as set out in Article 14.03 for the first scheduled tour following the change. Such premium payment shall not be made where the nurse requests to change tours without sixteen (16) hours time off.
- (c) At least forty-eight (48) hours time off shall be scheduled following night duty, of which 24 hours shall be a day off. Should the Health Centre require a nurse to change from night duty without forty-eight (48) hours time off, as above, then the nurse shall be entitled to premium payment as set out in Article 14.03 for the first scheduled tour following the change. Such premium payment shall not be made where the nurse requests to change from the night duty without forty-eight (48) hours time off.
- (d) In any two (2) week period, two (2) consecutive days off will be scheduled. The remaining two (2) days off may be split by mutual consent.

- (e) Schedules shall be posted at least four (4) weeks in advance, with the exception of the Relief Pool (one (1) week in advance only). Requests for specific days off are to be submitted in writing at least one (1) week in advance of posting schedule.

The words "at least four (4) weeks in advance" shall be interpreted as follows:

At all times there will be four (4) weeks scheduling posted beyond the current pay period being worked. This means that at the beginning of a new pay period there will, in effect, be a total of six (6) weeks posted (the two (2) weeks of the current pay period plus four (4) more). At the conclusion of that pay period another two (2) weeks must be added.

- (f) The Health Centre will endeavour to assign each full-time nurse one (1) weekend off in two (2) for each pay period.

A weekend is defined as being a minimum of 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.

Should a nurse work more than three (3) consecutive weekends, she shall be paid premium payment as set out in Article 14.03 for the fourth (4th) weekend, and every consecutive weekend until a weekend is scheduled off save and except where:

- (1) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse. Or,
- (2) Such nurse has requested weekend work. Or,
- (3) Such weekend is worked as the result of an exchange of tours with another nurse.

- (g) Staffing regulations will be waived for a four (4) consecutive week period (i.e. two pay periods) encompassing the Christmas and New Year's holidays. A nurse will be scheduled off either Christmas or New Year's as outlined below. The schedule covering this period shall be posted by November 15.

Unless otherwise agreed to by the nurse, time off at Christmas will be defined as including the day shift of December 24 and up to, but not including, the day shift of December 27.

Unless otherwise agreed to by the nurse, time off at New Year's will be defined as including the day shift of December 31 and up to, but not including, the day shift of January 2.

A maximum of seven (7) consecutive days off may be scheduled during this period.

- (h) Subject to central determination of central hours, the starting and stopping time shall be as follows:

2330 hours - 0730 hours (midnight shift)

0730 hours - 1530 hours (day shift)

1530 hours - 2330 hours (afternoon shift)

These hours may be varied in the exercise of good faith management judgment.

- G.3 (a) A Nurse requesting permanent evening or night tour shall be granted such request when possible. Such request will not be unreasonably denied. However, the nurse must be available to rotate to day tour (for a minimum of two weeks) at the discretion of the Nursing Services Manager. The Nursing Services Manager shall provide the nurse a minimum of six (6) weeks notice in writing of such rotation to the day shift and shall provide details of the nurse's changed schedule.

- (b) The Health Centre will attempt to schedule nurses to rotate the two (2) tours of their preference. However, for the continuance of efficient operation, the Health Centre reserves the right to assign a nurse to a tour other than her preference.

- G.4 Requests for a change in posted time schedules require approval of the Manager, Nursing Services. Such requests must be submitted in writing and co-signed by the nurse willing to exchange days off or tours of duty.

- G.5 The Health Centre has no objection to a nurse leaving the Health Centre prior to the completion of her scheduled tour with the permission of the Manager, Nursing Services or such other person as may be designated by the Health Centre provided that:

- (a) She has completed her report to her supervisor or to her relief, as the case may be, and her relief (if any) is on duty in her place.

- G.6 Scheduling Provisions for Extended Tours

The Health Centre will utilize the following objectives in the formulation 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) The Health Centre will assign each full-time nurse two (2) weekends off in four (4). The Health Centre will endeavour to assign each full-time nurse one (1) weekend off in two (2).

A weekend is defined as being a minimum of fifty-six (56) consecutive hours off work during the period following the completion of the last Friday extended shift.

Should a nurse work more than three (3) consecutive weekends, she shall be paid premium payment as set out in Article 14.03 for the 4th weekend until a weekend is scheduled off save and except where:

- 1) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse. or
  - 2) Such nurse has requested weekend work. or
  - 3) Such weekend is worked as the result of an exchange of tours with another nurse.
- (e) Schedules shall be posted at least four (4) weeks in advance, with the exception of the Relief Pool (one (1) week in advance only). Requests for specific days off are to be submitted in writing at least one (1) week in advance of posting the schedule.

The words "... at least four (4) weeks in advance.." shall be interpreted as follows:

At all times there will be four (4) weeks' scheduling posted beyond the current pay period being worked. This means that at the beginning of a new pay period there will, in effect, be a total of six (6) weeks posted (the two (2) weeks of the current pay period plus four (4) more). At the conclusion of that pay period another two (2) weeks must be added.

- (f) Staffing regulations will be waived for a four (4) consecutive week period (ie two pay periods) encompassing the Christmas and New Year's holidays. A nurse will be scheduled off either Christmas or New Year's as outlined below. The schedule covering this period shall be posted by November 15.

Unless otherwise agreed to be the nurse, time off at Christmas will be defined as including the day shift of December 24 and up to, but not including, the day shift of December 27.

Unless otherwise agreed to be the nurse, time off at New Year's will be defined as including the day shift of December 31 and up to, but not including, the day shift of January 2.

A maximum of seven (7) consecutive days off may be scheduled during this period.

- G.7
1. A longer daily tour (extended tour) shall be introduced into any unit when:
    - (a) a simple majority of the nurses in the unit so indicate by secret ballot; and
    - (b) the Hospital agrees to implement the compressed work week; such agreement shall not be withheld in an unreasonable or arbitrary manner; and
    - (c) all nurses on the affected unit will be entitled to vote; and
    - (d) the relative cost will be the same as for normal tour scheduling.
  2. Extended tours will be introduced for a trial period of six (6) months.
  3. At the end of the trial period, a vote will be taken to determine whether extended tours will be maintained or discontinued. A longer daily tour (extended tour) shall be continued beyond the trial period when:
    - (a) 75% of the nurses in the unit so indicate by secret ballot; and
    - (b) the Hospital agrees to continue with the compressed work week; such agreement shall not be withheld in an unreasonable or arbitrary manner; and

- (c) all nurses on the affected unit will be entitled to vote; and
  - (d) the relative cost will be the same as for normal tour scheduling.
4. Extended tours may be discontinued in any unit when:
- (a) Seventy-five (75%) of the nurses in the unit so indicated by secret ballot, and the Health Centre agrees to the discontinuation. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- or
- (b) The Health Centre, because of:
    - i) adverse effects on patient care;
    - ii) inability to provide a workable staffing schedule, or
    - iii) where the Health Centre wishes to do so for other reasons which are not either unreasonable or arbitrary and states the intention to discontinue in the schedule.

When the notice of discontinuation is given by either party in accordance with paragraph a & b above, then:

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

G.8 Requests for a change in posted time schedules require approval of the Manager Nursing Services. Such requests must be submitted in writing and co-signed by the nurse willing to exchange days off or tours of duty.

G.9 The Health Centre has no objection to a nurse leaving the Health Centre prior to the completion of her scheduled tour with the permission of the Manager, Nursing Services or such other person as may be designated by the Health Centre provided that:

- (a) She has completed her report to her supervisor or to her relief, as the case may be, and her relief (if any) is on duty in her place.

3.10 JOB SHARING

The parties mutually agree to implement job sharing in accordance with the following terms. The Employer shall not arbitrarily or unreasonably refuse to implement job sharing.

PURPOSE

Job Sharing is designed to meet the needs of a full-time nurse who finds she/he cannot continue to work full-time and whose work schedule needs cannot be satisfied through part-time or casual employment. It is acknowledged that these needs could include, but not necessarily be limited by, the following:

- a need for regular income which is less than full-time but which is, nevertheless, regular in amount,
  - a need for the same predictability of future scheduling that the nurse enjoyed as a full-time employee so that such matters as child care or education can be arranged well in advance.
1. Job Sharing requests shall be considered on an individual basis.
  2. Total hours worked by the job sharing partnership shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) nurses and the Manager of the Unit. Job Sharers shall not be scheduled to work any regular shifts in addition to the regular shifts of the full-time position.
  3. The above schedules shall conform with the scheduling provision 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 involved will have the right to 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 would be required to work.
  6. When extra shifts are available on a unit they should first be offered to part timers, then job sharers, then casuals.



7. The job sharing partners may voluntarily replace each other for sick or vacation time and any changes must be communicated to the Manager.
8. All other provisions covering job sharing are contained in the Central Part-Time Agreement.
9. The individual **Job** Sharers (Carolyn Chancy & Ruth Charles) presently receiving pro-rata benefits shall continue this practice. All other job sharers shall receive percent in lieu as per the Central Part-Time Agreement.

#### IMPLEMENTATION

10. An incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
11. 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 position. If she does not continue full-time, the position must be posted according to the Collective Agreement.

#### DISCONTINUATION

12. Either party may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be made unreasonably or arbitrarily.

G.11 Where a nurse has chosen equivalent time off, as provided for in Article 14.09, such time will be taken at a mutually agreeable time. No nurse may have more than thirty seven and one-half (37.5) overtime hours (56.25 equivalent hours off) accumulated at any given time. The Health Centre shall revert to payment of premium rate if time off is not taken within six (6) months of the date earned.

#### ARTICLE H - MISCELLANEOUS

H.1 All correspondence sent by the Health Centre to the Association shall be sent to such Chartered Local and

correspondence between the parties arising out of this Agreement shall pass to and from the Administrator of the Health Centre and the President and Secretary of Local 113 of the Ontario Nurses' Association.

H.2 A copy of the seniority list will be filed with the Local Association by February 15th and again by August 15th. One complete list will be posted on the staffing bulletin board.

H.3 Blanket, malpractice and professional liability insurance with no resulting premium cost to nurses.

H.4 Modified Work

i) 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.

ii) 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.

iii) 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.

H.5 The Health Centre, 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 Health Centre 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 SCARBOROUGH, Ontario this 29<sup>th</sup> day of August 1995.

FOR THE EMPLOYER

ONTARIO NURSES' ASSOCIATION

[Signature]  
[Signature]  
[Signature]

Lynnda Packer Pres 113.  
Shelley O'Neill Sec  
Carol Oates V.P. 113

Letter of Understanding

between

Centenary Health Centre

-and-

Ontario Nurses' Association

Re: Schizophrenic Clinic Nurses

Effective May 15, 1991, the parties hereby agree to two nurses operating the above mentioned clinic will become bargaining unit members in Local 113. The two nurses will have all rights and conditions under the Collective Agreement and shall be placed on the respective pay scales as set out below:

	<u>May 15/91</u>	<u>Oct.1/91</u>	<u>April 1/92</u>
Claire Gillett, R.N.	\$21.28/hr	\$21.54/hr	\$22.82/hr
Cynthia Hauch, Public Health Nurse	\$23.98/hr	\$24.79/hr	\$26.67/hr

The Parties hereby agree, if any of the above mentioned positions becomes vacant, such vacancy shall be posted as set out in the Collective Agreement. Applicants shall be paid as set in the Central Collective Agreement.

Dated at Scarborough, Ontario this <sup>29<sup>th</sup></sup> day of August, 19<sup>91</sup>.

FOR THE EMPLOYER

*Ken Geldart*  
*Daryl Summers*  
*M. Hunter*

ONTARIO NURSES' ASSOCIATION

*Lynnda ERS Tucker Pres 113*  
*Shelley ONeill pro*  
*Carol Dates V/P 113*

Letter of Understanding

between

Centenary Health Centre

-and-

Ontario Nurses' Association

The Hospital shall provide the Association with access, for the purpose of posting notices relating to Association business on the bulletin board in the Operating Room Lounge.

Dated at Toronto, Ontario this <sup>August 80</sup> 29 day of ~~July~~, 1995 .

FOR THE EMPLOYER

*Gen. Seldar*  
*Don Summers*  
*M. Bhatia*

ONTARIO NURSES' ASSOCIATION

*Lucinda Packer* <sup>ERS</sup> *Res 113*  
*Shelley O'Neill* *Sec*  
*Carol Dates* *V/P 113*

5926

SOURCE	1050
EFF.	93/04/01
TERM.	93/03/31
No. OF EMPLOYEES	370
NOMBRE D'EMPLOYES	370

**PART-TIME APPENDICES  
TO THE  
COLLECTIVE AGREEMENT**

**BETWEEN**

**CENTENARY HEALTH CENTRE  
(hereinafter referred to as the "Employer")**

**and**

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

**PART-TIME**

**Expiry Date: March 31, 1996**

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APPENDIX 3SALARY SCHEDULE - PART-TIME HOURLY RATESRegistered Nurse  
Discharge Planner

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

Graduate Nurse

START	2650.38	16.31	2692.63	16.57	2736.77	16.84	2780.17	17.04
1 YR	2791.75	17.18	2834.00	17.44	2878.09	17.71	2921.51	17.90
2 YRS	2905.50	17.88	2947.75	18.14	2992.42	18.41	3035.81	18.61
3 YRS	3063.13	18.85	3105.38	19.11	3148.78	19.38	3192.13	19.59
4 YRS	3215.88	19.79	3258.13	20.05	3301.55	20.32	3344.83	20.56
5 YRS	3380.00	20.80	3422.25	21.06	3467.17	21.33	3510.53	21.54
6 YRS	3578.25	22.28	3620.50	22.28	3654.98	22.55	3698.22	22.75
7 YRS	3771.63	23.21	3813.88	23.47	3857.59	23.74	3900.88	23.97
8 YRS	3969.88	24.69	4012.13	24.69	4033.16	24.96	4076.22	25.18
9 YRS	4168.13	25.65	4210.38	25.91	4255.18	26.18	4298.47	26.41

Occupational Health Nurse  
Infection Control Officer  
Assistant Head Nurse

START	2913.63	17.93	2962.38	18.23	3008.97	18.52	3056.37	18.84
1 YR	3069.63	18.89	3118.38	19.19	3166.40	19.48	3214.17	19.78
2 YRS	3198.00	19.68	3246.75	19.98	3294.20	20.27	3341.97	20.57
3 YRS	3371.88	20.75	3420.63	21.05	3467.67	21.34	3515.41	21.65
4 YRS	3550.63	21.85	3599.38	22.15	3647.43	22.44	3695.24	22.72
5 YRS	3721.25	22.90	3770.00	23.20	3819.51	23.49	3867.27	23.80
6 YRS	3945.50	24.28	3994.25	24.58	4040.75	24.87	4088.55	25.15
7 YRS	4164.88	25.63	4213.63	25.93	4260.22	26.22	4308.03	26.49
8 YRS	4382.63	26.97	4431.38	27.27	4478.62	27.56	4526.43	27.84
9 YRS	4602.00	28.32	4650.75	28.62	4699.31	28.91	4747.12	29.19

\* Includes Pay Equity adjusted rates.

APPENDIX 4

SUPERIOR CONDITIONS

1. Recognition for Post Graduate Education

In accordance with past practice the Director of Nursing, where applicable, may at her discretion, grant an increase in the nurse's starting salary to recognize post graduate education, by establishing her salary on an increment level closer to the current maximum of the applicable salary range than her qualifications would otherwise warrant.



APPENDIX 5

ARTICLE A - RECOGNITION

- A.1 The Hospital recognizes the Association as the exclusive bargaining agent of all registered and graduate nurses employed by Scarborough Centenary Hospital Association, in Scarborough, engaged in a nursing capacity, save and except Staff In-Service Co-ordinators, IV Co-ordinator, Clinical Instructors, Manager, Nursing Services and those above the rank of Manager, Nursing Services.
- A.2 The word "nurses" when used throughout this Agreement shall refer only to persons included in the above bargaining unit.

ARTICLE B - RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

- 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, layoff, recall and suspend or otherwise discipline nurses, provided that a claim of discriminatory promotion, demotion, transfer or layoff, or that a claim of discharge, suspension, or discipline without just cause, or a violation of the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) determine in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment of 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.
- B.2 These rights shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

- C.1 The Association may appoint a nurse representative in each unit or department employing nurses covered by this Agreement. Two (2) nurse representatives may be appointed in the Relief Pool. In order to represent the area, the nurse must be currently employed in the area or a recent transfer from the area (not exceeding thirty (30) days.)
- C.2 The Health Centre shall recognize temporary substitution(s) appointed by the Association.
- C.3 Hospital Association Committee  
The Hospital Association Committee shall be composed of three (3) elected or appointed representatives of the Association and an equal number of representatives of the Hospital.
- C.4 Negotiating Committee  
The Negotiating Committee shall consist of not more than four (4) members of the Association.
- C.5 Grievance Committee  
The Grievance Committee shall consist of not more than three (3) nurses.
- C.6 The Hospital shall provide bulletin boards upon which the Association may post any notices of Association business. All such notices must be signed by a member of the Association Executive and are subject to the approval of the Hospital. The Hospital shall provide the Association with access to the Operating Room Lounge bulletin board for the purpose of posting such notices.
- C.7 The Association interview for all newly hired nurses, shall be scheduled by the Hospital to take place during the nurse's orientation period.

ARTICLE D - ASSOCIATION LEAVE

- D.1 Leave of absence for Association business will be granted provided adequate notice is given and the number of nurses on such leave does not exceed four (4) at any one time or more than one (1) from any one nursing unit.
- D.2 One nurse per unit per year for the 4 over 5 provision, (two nurses per large unit, i.e., more than 22 FTEs) to a maximum of 5% of the Departmental FTEs)  
Transfer requests will be unaffected by the ~~4 over 5~~ <sup>SD Paid leave Plan</sup> consideration (i.e., normal criteria will be applied to transfer requests).

ART LE E - EARNED LEAVE (PAID HOLIDAYS)

E.1 The following shall be recognized as holidays:

New Year's Day (January 1)	Civic Holiday
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day (Nov. 11th)
3rd Friday in June	Christmas Day (Dec. 25th)
Canada Day (July 1st)	Boxing Day (Dec. 26th)

E.2 Where a nurse is entitled to a lieu day, such lieu day shall be granted thirty (30) days before or ninety (90) days after the date on which the holiday was observed, to be taken on a day mutually agreed between the nurse and the Health Centre.

E.3 For the purpose of determining entitlement to the premium payment for work performed on the holiday the nurse who works the majority of her scheduled hours on the calendar day of observance of the holiday will receive the premium payment.

ARTICLE F - [VACATIONS]

F.1 Vacation entitlement for nurses will be calculated as at May 31st in any year.

F.2 Part-time nurses will receive vacation time off which is equivalent to that of full-time based on a pro-ratio of total hours worked to full-time service (formula i.e. - X tours equals one (1) year to be determined centrally).

F.3 A nurse will normally be scheduled off duty for the weekend preceding the start of her vacation period.

F.4 It is understood and agreed that the Hospital will give every consideration to the nurses' 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 vacations. (See scheduling objectives).

F.5 (a) Nurses will submit first and second choices for vacation requests by March 1st of each year. All vacation schedules will be posted by May 1st of each year. Unresolved conflicts between nurses requesting the same time will be decided on the basis of seniority. However, vacation requests submitted after March 1st will be granted on a first come, first served basis.

(b) Staff may initially request a maximum of two (2) consecutive weeks' vacation between June 15 and September 15. Once all first requests have been honoured, additional weeks may be added on a seniority basis and where coverage allows.

ART LE G - HOURS OF WORK AND WORKING CONDITIONS

G.1 In accordance with Article 13.01 (b), nurses shall be granted a rest period during each half tour of duty, or such rest period shall be combined in accordance with current practices in the Health Centre.

G.2 Scheduling Provisions for Regular Tours

The Health Centre will utilize the following objectives in the formulation of working schedules for regular (8 hour) tours:

- (a) No less than two (2) tours or more than seven (7) tours will be scheduled consecutively. Two (2) calendar days off will be scheduled following the completion of seven (7) tours worked. A nurse required to work more than seven (7) consecutive tours of duty, shall be entitled to premium payment as set out in Article 14.03 for the eighth tour, and every successive tour until a day off is scheduled.
- (b) At least sixteen (16) hours time off will be scheduled when tours of duty are changed. Should the Hospital require a nurse to change tours of duty without sixteen (16) hours time off then the nurse shall be entitled to premium payment as set out in Article 14.03 for the first scheduled tour following the change. Such premium payment shall not be made where the nurse requests to change tours without sixteen (16) hours time off.
- (c) At least forty-eight (48) hours time off shall be scheduled following night duty, of which 24 hours shall be a day off. Should the Hospital require a nurse to change from night duty without forty-eight (48) hours time off, as above, then the nurse shall be entitled to premium payment as set out in Article 14.03 for the first scheduled tour following the change. Such premium payment shall not be made where the nurse requests to change from the night duty without forty-eight (48) hours time off.
- (d) Schedules shall be posted at least four (4) weeks in advance, with the exception of the Relief Pool (one (1) week in advance only). Requests for specific days off are to be submitted in writing at least one (1) week in advance of posting schedule.

The words "at least four (4) weeks in advance" shall be interpreted as follows:

At all times will there be four (4) weeks scheduling posted beyond the current pay period being worked. This means that at the beginning of a new pay period there will, in effect, be a total of six (6) weeks posted (the two (2) weeks of the current pay period plus four (4)

more). At the conclusion of that pay period another two (2) weeks must be added.

- (e) Regular part-time nurses not in the Relief Pool and assigned to the units will be assigned a minimum of one (1) weekend off in two (2).

Regular part-time nurses in the Relief Pool will be assigned a minimum of two (2) weekends off in three (3) unless the nurse requests to work more weekends, and it is mutually agreed upon.

A weekend is defined as being a minimum of 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.

Should a nurse work more than three (3) consecutive weekends, she shall be paid premium payment as set out in Article 14.03 for the 4th weekend, and every consecutive weekend until a weekend is scheduled off save and except where:

- (1) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse.  
Or,
  - (2) Such nurse has requested weekend work. Or,
  - (3) Such weekend is worked as the result of an exchange of tours with another nurse.
- (f) Staffing regulations will be waived for a four (4) consecutive week period (i.e. two pay periods) encompassing the Christmas and New Year's holidays. A nurse will be scheduled off either Christmas or New Year's as outlined below. The schedule covering this period shall be posted by November 15.

Unless otherwise agreed to by the nurse, time off at Christmas will be defined as including the day shift of December 24 and up to, but not including, the day shift of December 27.

Unless otherwise agreed to by the nurse, time off at New Year's will be defined as including the day shift of December 31 and up to, but not including, the day shift of January 2.

A maximum of seven (7) consecutive days off may be scheduled during this period.

- (g) Subject to central determination of central hours, the starting and stopping time shall be as follows:

2330 hours - 0730 hours (midnight shift)

0730 hours - 1530 hours (day shift)

1530 hours - 2330 hours (afternoon shift)

These hours may be varied in the exercise of good faith management judgement.

(h) Regular part-time nurses will make a written commitment to the Health Centre and will be available to work on the following basis:

1. To be available, as required, to work either two (2) weekends out of four (4) or three (3) weekends out of six (6).
2. To be available to work extended tours on the weekend as required by the Unit and to be available to work extended tours during the full week, as required by the Unit.
3. To be available, as required to work an average of three (3) eight (8) hour tours of duty per week, or two (2) twelve hour tours of duty per week and to be available for fifty two (52) weeks per year excluding vacation entitlement.
4. To be available to work either permanent evenings, permanent nights, permanent weekends, days/evenings or day/nights. However, the nurse must be available to rotate to day tour (for a minimum of two weeks) at the discretion of the Nursing Services manager. The Nursing Services Manager shall provide a minimum of six (6) weeks' notice in writing of such rotation to the day shift and shall provide details of the nurse's changed schedule.
5. To work either Christmas or New Years as defined in Article G.2 (f) if required as well as the July or August holiday weekend and at least four (4) other holidays as listed in Article E.1.

(i) Regular part-time nurses will be prescheduled to work on an equitable basis at the time of posting the schedule. Additional shifts which subsequently become available shall be offered to the regular part-time nurses prior to being offered to casual nurses. The Health Centre shall endeavour to assign the additional shifts on the basis of descending order of seniority as equitably as possible. It is the responsibility of the nurse to ensure the Manager Nursing Services or her designate is notified of any differences between their commitment and their availability for any pay period. The Health Centre shall not be required to assign any hours which may result in overtime premium pay.

- G.3 (a) A Nurse requesting permanent evening or night tour shall be granted such request when possible. Such request will not be unreasonably denied. However, the nurse must be available to rotate to day tour (for a minimum of two weeks) at the discretion of the Nursing Services Manager. The Nursing Services Manager shall provide the nurse a minimum of six (6) weeks notice in writing of such rotation to the day shift and shall provide details of the nurse's changed schedule.
- (b) The Hospital will attempt to schedule nurses to rotate the two (2) tours of their preference. However, for the continuance of efficient operation, the Hospital reserves the right to assign a nurse to a tour other than her preference.

G.4 Requests for a change in posted time schedules require approval of the Manager, Nursing Services. Such requests must be submitted in writing and co-signed by the nurse willing to exchange days off or tours of duty.

G.5 The Hospital has no objection to a nurse leaving the Hospital prior to the completion of her scheduled tour with the permission of the Manager, Nursing Services or such other person as may be designated by the Hospital provided that:

- (a) She has completed her report to her supervisor or to her relief, as the case may be, and her relief (if any) is on duty in her place.

G.6 Scheduling Provisions for Extended Tours

The Health Centre will utilize the following objectives in the formulation 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) The Health Centre will assign regular part-time nurses not in the Relief Pool and assigned to the units one (1) weekend off in two (2).

Regular part-time nurses in the Relief Pool will be assigned a minimum of two (2) weekends off in three (3) unless the nurse requests to work more weekends and it is agreed upon.

A weekend is defined as being a minimum of fifty-six (56) consecutive hours off work during the period following the completion of the last Friday extended shift.

Should a nurse work more than three (3) consecutive weekends, she shall be paid premium payment as set out in Article 14.03 for the 4th weekend until a weekend is scheduled off save and except where:

- 1) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse.  
or
- 2) Such nurse has requested weekend work. or
- 3) Such weekend is worked as the result of an exchange of tours with another nurse.

- (e) Schedules shall be posted at least four (4) weeks in advance, with the exception of the Relief Pool (one (1) week in advance only). Requests for specific days off are to be submitted in writing at least one (1) week in advance of posting the schedule.

The words "... at least four (4) weeks in advance.." shall be interpreted as follows:

At all times there will be four (4) weeks' scheduling posted beyond the current pay period being worked. This means that at the beginning of a new pay period there will, in effect, be a total of six (6) weeks posted (the two (2) weeks of the current pay period plus four (4) more). At the conclusion of that pay period another two (2) weeks must be added.

- (f) Staffing regulations will be waived for a four (4) consecutive week period (ie two pay periods) encompassing the Christmas and New Year's holidays. A nurse will be scheduled off either Christmas or New Year's as outlined below. The schedule covering this period shall be posted by November 15.

Unless otherwise agreed to be the nurse, time off at Christmas will be defined as including the day shift of December 24 and up to, but not including, the day shift of December 27.

Unless otherwise agreed to be the nurse, time off at New Year's will be defined as including the day shift of December 31 and up to, but not including, the day shift of January 2.

A maximum of seven (7) consecutive days off may be scheduled during this period.

- G.7 1. A longer daily tour (extended tour) shall be introduced into any unit when:



- (a) a simple majority of the nurses in the unit so indicate by secret ballot; and
  - (b) the Hospital agrees to implement the compressed work week; such agreement shall not be withheld in an unreasonable or arbitrary manner; and
  - (c) all nurses on the affected unit will be entitled to vote; and
  - (d) the relative cost will be the same as for normal tour scheduling.
2. Extended tours will be introduced for a trial period of six (6) months.
3. At the end of the trial period, a vote will be taken to determine whether extended tours will be maintained or discontinued. A longer daily tour (extended tour) shall be continued beyond the trial period when:
- (a) 75% of the nurses in the unit so indicate by secret ballot; and
  - (b) the Hospital agrees to continue with the compressed work week; such agreement shall not be withheld in an unreasonable or arbitrary manner; and
  - (c) all nurses on the affected unit will be entitled to vote; and
  - (d) the relative cost will be the same as for normal tour scheduling.
4. Extended tours may be discontinued in any unit when:
- (a) Seventy-five (75%) of the nurses in the unit so indicated by secret ballot, and the Health Centre agrees to the discontinuation. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- or
- (b) The Health Centre, because of:
    - i) adverse effects on patient care;
    - ii) inability to provide a workable staffing schedule, or
    - iii) where the Health Centre wishes to do so for other reasons which are not either unreasonable or arbitrary and states the intention to discontinue in the schedule.

When the notice of discontinuation is given by either party in accordance with paragraph a & b above, then:

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

**G.8** Requests for a change in posted time schedules require **approval** of the Manager Nursing Services. Such requests must be submitted in writing and co-signed by the nurse willing to exchange days off or tours of duty.

**G.9** The Health Centre has no objection to a nurse leaving the Health Centre prior to the completion of her scheduled tour with the permission of the Manager, Nursing Services or such other person as may be designated by the Health Centre provided that:

- (a) She has completed her report to her supervisor or to her relief, as the case may be, and her relief (if any) is on duty in her place.

**G.10** JOB SHARING

The parties mutually agree to implement job sharing in accordance with the following terms. The Employer shall not arbitrarily or unreasonably refuse to implement job sharing.

PURPOSE

Job Sharing is designed to meet the needs of a full-time nurse who finds she/he cannot continue to work full-time and whose work schedule needs cannot be satisfied through part-time or casual employment. It is acknowledged that these needs could include, but not necessarily be limited by, the following:

- a need for regular income which is less than full-time but which is, nevertheless, regular in amount,
  - a need for the same predictability of future scheduling that the nurse enjoyed as a full-time employee so that such matters as child care or education can be arranged well in advance.
1. Job Sharing requests shall be considered on an individual basis.
  2. Total hours worked by the job sharing partnership shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) nurses and the Manager of the Unit. Job Sharers shall not be scheduled to work any

regular shifts in addition to the regular shifts of the full-time position.

3. The above schedules shall conform with the scheduling provision 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 involved will have the right to 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 would be required to work.
6. When extra shifts are available on a unit they should first be offered to part timers. then job sharers, then casuals.
7. The job sharing partners may voluntarily replace each other for sick or vacation time and any changes must be communicated to the Manager.
8. All other provisions covering job sharing are contained in the Central Part-Time Agreement.
9. The individual Job Sharers (Carolyn Chancy & Ruth Charles) presently receiving pro-rata benefits shall continue this practice. All other job sharers shall receive percent in lieu as per the Central Part-Time Agreement.

#### IMPLEMENTATION

10. An incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
11. 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 position. If she does not continue full-time, the position must be posted according to the Collective Agreement.

#### DISCONTINUATION

12. Either party may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation.

It is understood and agreed that such discontinuation shall not be made unreasonably or arbitrarily.

- G.11** Where a nurse has chosen equivalent time off, as provided for in Article 14.09, such time will be taken at a mutually agreeable time. No nurse may have more than thirty seven and one-half (37.5) overtime hours (56.25 equivalent hours off) accumulated at any given time. The Health Centre shall revert to payment of premium rate if time off is not taken within six (6) months of the date earned.

ARTICLE H - MISCELLANEOUS

- H.1** All correspondence sent by the Hospital to the Association shall be sent to such Chartered Local and correspondence between the parties arising out of this Agreement shall pass to and from the Administrator of the Hospital and the President and Secretary of Local 113 of the Ontario Nurses' Association.
- H.2** A copy of the seniority list will be filed with the Local Association by February 15th and again by August 15th. One complete list will be posted on the staffing bulletin board.
- H.3** Blanket, malpractice and professional liability insurance with no resulting premium cost to nurses.
- H.4** Modified Work
- i) 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.
  - ii) 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.
  - iii) 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.
- H.5** The Health Centre, 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 Health Centre 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 SCARBOROUGH, Ontario this 29 day of August, 1995.

FOR THE EMPLOYER

Ken Geldart  
Bob Summers  
M. Sheety

ONTARIO NURSES' ASSOCIATION

Lycinda Parker Pres 113  
Shelley O'Neill Sec  
Carol Dato VP 113

Letter of Understanding

between

Centenary Health Centre

-and-

Ontario Nurses' Association

Re: Schizophrenic Clinic Nurses

Effective May 15, 1991, the parties hereby agree to two nurses operating the above mentioned clinic will become bargaining unit members in Local 113. The two nurses will have all rights and conditions under the Collective Agreement and shall be placed on the respective pay scales as set out below:

	<u>May 15/91</u>	<u>Oct.1/91</u>	<u>April 1/92</u>
Claire Gillett, R.N.	\$21.28/hr	\$21.54/hr	\$22.82/hr
Cynthia Hauch, Public Health Nurse	\$23.98/hr	\$24.79/hr	\$26.67/hr

Parties hereby agree, if any of the above mentioned positions becomes vacant, such vacancy shall be posted as set out in the Collective Agreement. Applicants shall be paid as set in the Central Collective Agreement.

Dated at Scarborough, Ontario this 29 day of August, 1991.

FOR THE EMPLOYER

*Gen. Felder*  
*Bob Drummond*  
*M. Sheety*

ONTARIO NURSES ASSOCIATION

*Lucinda Packer ERS Pres 13*  
*Shelley O'Neill*  
*Carol Oates V/P 113*

Letter of Understanding

between

Centenary Health Centre

-and-

Ontario Nurses' Association

The Hospital shall provide the Association with access, for the purpose of posting notices relating to Association business on the bulletin board in the Operating Room Lounge.

Dated at Toronto, Ontario this <sup>20</sup> day of <sup>August</sup> ~~July~~, 19<sup>8</sup>9<sup>5</sup>.

FOR THE EMPLOYER

Gene Bellard  
Barry Summers  
M. Sheets

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