

SOURCE	ON A		
Wages	93	04	01
EFF.	96	03	31
No. of			
Employees			
On 11			
Employees	18		

# **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")

**EXPIRY: March 31, 1996**

**FEB 27 1996**

**WOMEN01.C96**

**182-10-07**

**ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the nurses covered by this Agreement; to provide for on-going means of communication between the Association and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that nurses wish to work together with the Hospital to secure the best possible nursing care and health protection for patients. Appropriate committees have been created under this Agreement to work towards this objective.

**ARTICLE 2 - DEFINITIONS & GRADUATE NURSES**

- 2.01 A registered nurse is a nurse who holds certification with the College of Nurses of Ontario in accordance with the Health Disciplines Act.
- 2.02 A graduate nurse is defined as a nurse with certification incomplete who is a graduate of a program acceptable to the College of Nurses and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twenty-four (24) months following date of hire. Where a nurse fails to complete such certification requirements, she or he will be terminated from the employ of the Hospital. Such termination shall not be subject matter of grievance or arbitration procedure. The foregoing does not apply to nurses employed prior to October 23, 1981, except those currently in the process of completing certification requirements who shall be required to complete such certification in accordance with the provisions of the existing collective agreement.
- 2.03 A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 13.
- 2.04 A regular part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article 13 and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time nurses shall be considered casual nurses. The predetermined basis upon which the commitment to be available is made shall be determined in local negotiations.

**RTICLE 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

Dated at Toronto Ontario, this 21 day of Sept, 1995

**FOR THE EMPLOYER**

Brown Morgan  
K. D. D.  
R. D. D.

**FOR THE ASSOCIATION**

Esther Laidet ERO  
J. D. D.  
Lisa M. D.  
Gayle Veira  
Susan Green  
gem towel

ONTARIO NURSES' ASSOCIATION  
GRIEVANCE REPORT



STEP DATE SUBMITTED TO EMPLOYER

ONA LOCAL

EMPLOYER

1.

GRIEVOR

GRIEVANCE  
NUMBER

2.

DEPARTMENT

3.

NATURE OF GRIEVANCE AND DATE OF OCCURRENCE

SETTLEMENT REQUESTED

SIGNATURE  
OF GRIEVOR

SIGNATURE OF  
ASSOCIATION REPRESENTATIVE

EMPLOYER'S ANSWER

DATE:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE

STEP  
ONE

DATE RECEIVED BY LOCAL

EMPLOYERS ANSWER

DATE:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE

STEP  
TWO

DATE RECEIVED BY LOCAL

EMPLOYERS ANSWER

DATE:

SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE

STEP  
THREE

DATE RECEIVED BY LOCAL



APPENDIX 2LIST ( PROFESSIONAL RESPONSIBILITYASSESSMENT COMMITTEE - CHAIRPERSONS

1. Ms. Marilyn G. Booth  
Program Manager  
Continuing Education - Nursing  
Ryerson Polytechnical Institute  
350 Victoria Street  
Toronto, ON M5B 2K3  
(w) 979-5035
2. Mrs. Patricia Lang  
Vice-President, Academic  
Georgian College  
One Georgian Drive  
Barrie, ON L4M 3X9  
(w) 705-728-1968 x1260
3. Ms. Louise Lemieux-Charles  
Asst. Prof. & Program Director  
HMRU, Dept. of Health Admin.  
Faculty of Medicine  
University of Toronto  
Room 201, McMurrich Bldg  
12 Queens Park Crescent West  
Toronto, ON M4S 1A8  
(w) 978-6963
4. Ms. Patricia Mandy  
Director of Nursing  
Henderson General Division  
Hamilton Civic Hospitals  
711 Concession Street  
Hamilton, ON L8V 1C3  
(w) 905-389-4411
5. Mrs. Maxine Pastirik  
Teacher/Program Developer  
Niagara College of Applied Arts  
& Technology  
54 Third Street  
Welland, ON L3B 4W4  
(w) 416-735-2211
6. Ms. Darlene Steven  
Associate Professor  
School of Nursing  
Lakehead University  
966 Oliver Road  
Thunder Bay, ON P7B 5E1  
(w) 807-343-8643
7. Ms. Judy Tiivel  
Clinical Nurse Specialist -  
Gerontology  
Department of Nursing  
The Toronto Hospital  
Western Division  
399 Bathurst Street  
Toronto, ON M5T 2S8
8. Ms. Donna Tremblay  
Dean, Health Sciences  
Sault College of Applied Arts  
& Technology  
433 Northern Avenue  
Sault Ste. Marie, ON P6A 5L3  
(w) 705-759-6774

**NOTIFICATION OF IMPROPER WORK ASSIGNMENT**

DATE/TIME OF OCCURRENCE \_\_\_\_\_ DATE TO EMPLOYER \_\_\_\_\_  
AGENCY \_\_\_\_\_ WARD \_\_\_\_\_ SHIFT \_\_\_\_\_  
TYPE OF CARE \_\_\_\_\_ BED CAPACITY \_\_\_\_\_ PATIENTS (#) \_\_\_\_\_  
STAFFING \_\_\_\_\_ USUAL STAFFING \_\_\_\_\_

=====

I/We, the undersigned, believe that I was/we were given an assignment *tint* was inconsistent with proper patient care for the following reasons. (Brief outline of problem/assignment attached).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To correct this problem, I/we recommend:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

=====

NAME/TITLE OF IMMEDIATE SUPERVISOR NOTIFIED

\_\_\_\_\_

DATE/TIME OF NOTIFICATION

\_\_\_\_\_

RESPONSE / ACTION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

=====

Signature of Complainant(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

=====

I/we do not believe this response was adequate to resolve our concerns. I/we therefore request our local president/executive committee refer these concerns to the AAC. Failing resolution of the nurses' concerns, the association may consider these issues under the professional responsibility clause.

**FULL-TIME APPENDICES**

**TO THE**

**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\*)

**EXPIRY: March 31, 1996**

**WOMEN01.F96**

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WOMEN'S COLLEGE HOSPITALAPPENDIX 3REGISTERED NURSE

	<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	2630.88	16.47	2719.55	16.74	2763.36	17.01	2807.17	17.27
-------	---------	-------	---------	-------	---------	-------	---------	-------

PERMANENT TEAM LEADER/NURSE CLINICIAN/ASSISTANT NURSING DIRECTOR

START	2887.27	17.77	2934.55	18.06	2981.82	18.35	3027.38	18.63
1 YR	3054.04	18.79	3101.55	19.09	3149.05	19.38	3194.75	19.66
2 YRS	3190.65	19.63	3238.30	19.93	3285.95	20.22	3331.25	20.50
3 YRS	3376.24	20.78	3424.03	21.07	3471.82	21.37	3518.13	21.65
4 YRS	3548.87	21.84	3596.65	22.13	3644.42	22.43	3690.38	22.71
5 YRS	3716.39	22.87	3764.06	23.16	3811.72	23.46	3857.75	23.74
6 YRS	3932.02	24.20	3979.33	24.49	4027.30	24.78	4073.88	25.07
7 YRS	4147.14	25.52	4192.65	25.80	4242.35	26.11	4288.38	26.39
8 YRS	4364.53	26.86	4412.13	27.15	4459.74	27.44	4506.13	27.73
9 YRS	4583.41	28.21	4631.01	28.50	4678.62	28.79	4723.88	29.07

CO-ORDINATOR SUPPORTIVE CARE SERVICES

START		3038.75	18.70	3086.93	19.00
After 1 Year		3194.75	19.66	3242.95	19.96
After 2 Years		3323.13	20.45	3371.32	20.75
After 3 Years		3500.25	21.54	3548.43	21.84
After 4 Years		3675.75	22.62	3723.93	22.92
After 5 Years		3852.88	23.71	3901.06	24.01
After 6 Years		4073.88	25.07	4122.07	25.37
After 7 Years		4293.25	26.42	4341.43	26.72
After 8 Years		4514.25	27.78	4562.44	28.08
After 9 Years		4797.00	29.52	4845.81	29.82

APPENDIX 4 - SUPERIOR CONDITIONS

RE: EARNED LEAVE

Assistant Nursing Directors in the employ of the Hospital as of June 30th in any year and who have completed at least one (1) year of continuous service on or before June 30th of that year with the Hospital, will be granted an annual vacation of twenty (20) working days without deductions from their regular pay.

PE: LEAVE OF ABSENCE WITH PAY (SICK LEAVE)

Pay for sick leave is for the sole and only purpose of protecting the nurse against loss of regular income when she is legitimately ill and unable to work, and will be granted on the following basis:

- (a) Sick leave will be allowed for sickness for nurses after three (3) months' service on the basis of one and one-half (1-1/2) days per month active employment (excluding leaves of absence in excess of fourteen (14) days) to a total of eighteen (18) days after one (1) year's service;
- (b) It is understood and agreed that no sick leave will be allowed during the nurse's first three (3) months of service, provided that at the end of such three (3) months her entitlement shall date back to the last date of hiring.
- (c) All unused sick leave may be accumulated to the credits of the nurse up to a maximum of one hundred and fifty (150) days.
- (d) The nurse may be required to produce proof of sickness for any absence, in the form of a medical certificate or such other material as may be required by the Hospital;
- (e) Nurses shall not be entitled to sick leave benefits for sickness or accident compensable by the Workers' Compensation Board.

APPENDIX 5

ARTICLE A - RECOGNITION

- A. 1        The Hospital recognizes the Association as the exclusive bargaining agent for all Graduate and Registered Nurses employed by the Hospital in Toronto, engaged in nursing care, save and except Head Nurses, persons above the rank of Head Nurse, and persons regularly employed for not more than twenty-four (24) hours per week.
- A. 2        Persons regularly employed for not more than twenty-four (24) hours per week shall be deemed to include permanent and temporary part-time staff who are regularly employed for not more than twenty-four (24) hours per week.

ARTICLE B - MANAGEMENT'S RIGHTS

- B.1        The Association recognizes that the management of 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 fifteen (15) representatives from the different areas of the Hospital as follows:

- (1) Ten East
- (2) Nine East
- (3) Eight East/Dermatology Centre
- (4) Seven East MDC
- (5) Six East
- (6) Five East
- (7) Five South
- (8) Four East/Nursery
- (9) Three East/DS (Delivery Suite)
- (10) NICU (2)
- (11) ICU
- (12) SURGICAL SUITE
- (13) OPD, UCC, SACC, CDC
- (14) Burton Hall Nurses (Family Practice, Gynaecology Clinic)
- (15) WOMEN'S HEALTH CENTRE, Bay Centre

Where, in the opinion of the Association, adequate representation is not being given all nurses, the foregoing jurisdictions may be altered by agreement of the parties hereto, but not so as to increase the number of nurse representatives.

**C.2 Negotiating Committee**

The Hospital will recognize the Negotiating Committee of five (5) nurses in the employ of the Hospital. 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.

## .5 Association Interview

The Association Interview will take place during the orientation program of new nurses.

## ARTICLE D - SCHEDULING - HOURS OF WORK

### D.1 Scheduling Objectives

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

- (1) No split shifts
- (2) At least two (2) weekends off in four (4) for nurses working on a normal daily tour. The Hospital will endeavour to provide nurses working normal daily tours with at least every other weekend off;
- (3) 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;
- (4) Schedules will be posted not less than twenty-eight (28) days in advance;
- (5) Nurses shall be given their choice of two (2) shifts i.e. days/nights or days/evenings. Nurses shall not be scheduled to work more than two (2) consecutive evening or night weeks except by mutual agreement. It is understood that such period shall be followed by at least two (2) weeks on the day shift where possible;
- (6) 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;
- (7) When scheduling days off, a nurse will be scheduled off duty for two (2) periods of two (2) consecutive days or one (1) period of three (3) consecutive days and one (1) period of one (1) day;
- (8) A nurse will be scheduled off for at least four (4) days off in any two (2) week period;
- (9) A permanent Team Leader will be allowed one (1) weekend off in two (2);

- (10) 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. This schedule must be posted by November 15th so that disputes may be addressed. Time off at Christmas will include Christmas Eve, Christmas Day and Boxing Day. Time off at New Years will include New Years Eve and New Years Day. Time off will include the Day, Evening, and Night Shift unless otherwise agreed by the Nurse.
- (11) Nurses will not normally be scheduled to work more than seven (7) consecutive days unless by mutual agreement;
- (12) 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;
- (13) 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;
- (14) 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 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.

- 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 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 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 (6) 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;
- ii) Such nurse has requested weekend work;
- iii) Such weekend is worked as the result of an exchange with another nurse.
- (e) A nurse shall not be required to work more than two (2) consecutive weeks of nights to be followed by at least one (1) week of the day shift;
- (f) At least forty-eight (48) consecutive hours off to be scheduled following night shift.
- (g) Schedules shall be posted at least twenty-eight (28) days in advance;
- (h) 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-

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

D.6

- (a) Extended tours shall be introduced into any unit when:

- 1. Eighty percent (80%) of the nurses in the unit so indicate by secret ballot, and
- 2. The Hospital agrees to implement the compressed work week. Such agreement shall not be withheld in an unreasonable or arbitrary manner.

- (b) A compressed work week may be discontinued in any unit when:

- 1. Eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
- 2. The Hospital agrees to discontinue the compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner; or
- 3. 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 or arbitrary, states its intention to discontinue the compressed work week in the schedule;
  - (d) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:

- D 4 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 Scheduling of Extended Tours

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- (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;
- ii) Such nurse has requested weekend work;
- iii) Such weekend is worked as the result of an exchange with another nurse.
- (e) A nurse shall not be required to work more than two (2) consecutive weeks of nights to be followed by at least one (1) week of the day shift;
- (f) At least forty-eight (48) consecutive hours off to be scheduled following night shift.
- (g) Schedules shall be posted at least twenty-eight (28) days in advance;
- (h) 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

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- 3. 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 or arbitrary, states its intention to discontinue the compressed work week in the schedule;
  - (d) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:

1. The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation;
2. 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.7
- (a) The Hospital will endeavour to keep the number of four (4) hour tours to a minimum.
  - (b) Nurses who are scheduled part tours shall receive a paid rest period.
  - (c) For nurses working tours of duty of less than 7.5 hours, no more than seven (7) consecutive tours shall be scheduled, unless at the request of the nurse. If a nurse is required to work on an eighth subsequent tour, then she/he will receive premium payment for each shift so worked until a day off is scheduled.
  - (d) No part-time nurse will be scheduled solely on tours of less than 7.5 hours in any pay period, except where such arrangements are mutually agreed between the nurse and the supervisor.

#### 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. Requests for vacation will not be unreasonably denied.
- E.3 If a nurse is taking one week of vacation at a time, or multiples of the one, the Hospital shall schedule the weekend prior to and following her vacation off, if the nurse makes this request.
- 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 change.
- E. 8** Vacations must be taken by all nurses entitled thereto and must be completed by March 31st following the vacation year in which the vacation is earned. However, in special circumstances beyond a nurse's control, which circumstances prevent the nurse from completing her vacation before March 31st, the nurse may make a written request to the Vice President, Finance and Administration by no later than the preceding March 1, asking that accumulated vacation be held over the March 31st deadline. Such request shall not be unreasonably denied. However, vacation held over past the March 31st deadline must be taken by no later than the subsequent March 31st, and no further extensions will be permitted under any circumstance.

#### 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 Monday           | 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 - SCHEDULING - 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.

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 - UNIFORMS

- I.1 The Hospital agrees to launder nurses' uniforms without charge.

ARTICLE J - ASSOCIATION LEAVE

- J.1 Leave of absence for Association business shall be given up to a total of seventy-five (75) days per contract year. It is understood that not more than one (1) nurse from each unit will be absent at any one time other than 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) 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.

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 nurses who wish to job share a full-time position to inform the appropriate Nursing Director who will immediately inform the appropriate Administrative Director of Nursing. 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, exercising its discretion, consider the timing of the request, 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 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 schedules 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 schedules 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 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 holidays than would one full-time nurse unless mutually agreed otherwise.
- (k) The Hospital reserves the right to terminate 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 - 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 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.
- 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.
- N.4** The Hospital will notify the Local within a reasonable period of time regarding any physical assault causing injury to a nurse in the line of work.

#### ARTICLE O - DEFENSIVE RESTRAINT

- O.1** The Hospital will provide a program on defensive restraint if in its judgement such is required. The Hospital will give reasonable consideration to any request from the Local to provide such a program.

ARTICLE P - MISCELLANEOUS

1. 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.

Dated at Toronto, Ontario, this 21 day of Sept 1995

FOR THE HOSPITAL

Brown Margaret  
H. R. D.  
Callera  
\_\_\_\_\_

FOR THE ASSOCIATION

Esther Hardit  
Employment Relations Officer  
J. L. Brown  
Lisa M. Kea  
Hayes Vivia  
Susan Gue  
J. L. Brown

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 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 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.

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 21 day of Sept, 1978

FOR THE EMPLOYER

Bruce Magan  
A. R. [Signature]  
R. [Signature]  
[Signature]

FOR THE ASSOCIATION

Ester [Signature]  
 Employment Relations Officer  
[Signature]  
Lisa M. Red  
Hayle Vera  
Susan [Signature]

LETTER OF UNDERSTANDING

B E T W E E N

WOMEN'S COLLEGE HOSPITAL

- AND -

ONTARIO NURSES' ASSOCIATION

Re: Office Space

The issue of office space will be discussed by the parties through the Labour/Management Committee and the Hospital will make reasonable efforts to accommodate the Association's request. This effort is not to be construed as a guarantee of office space for the Association.

Dated at Toronto, Ontario this 21 day of Sept <sup>Ed.</sup>, 1995.

FOR THE HOSPITAL

Brown Mary  
K. R. B.  
R. M. R.  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE ASSOCIATION

Esther Landet  
Employment Relations Officer  
J. Dapton  
Lisa M. R.  
Gaye Vera  
Susan Greer  
Jean T. M.

LETTER OF UNDERSTANDING

B E T W E E N

WOMEN'S COLLEGE HOSPITAL

- AND -

ONTARIO NURSES' ASSOCIATION

Re: Parking

The Hospital will continue its policy of paid parking which currently is on the basis of the following rates:

139.72 per month (upper level)

150.46 per month (lower level)

or

8.50 per day

4.25 evenings/nights (weekends/holidays)

Prior to any changes to these rates to reflect changes in costs of providing parking services, the proposed changes will be discussed at the Association/Hospital Committee. In the event the Hospital changes the rates, the Association has the right to grieve.

Dated at Toronto, Ontario this 21 day of Sept, 1995.

FOR THE HOSPITAL

Brian Morgan  
K. R. H.  
Phillips

FOR THE ASSOCIATION

Esther Hendrick  
Employment Relations Officer  
J. L. H.  
Lisa M. Leo  
Hayli Vasa  
Sharon Giv

**PART-TIME APPENDICES**

**TO THE**

**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")

**EXPIRY: March 31, 1996**

DATE	01/11/95
WAGE	43.04.01
TIME	90 03.31
NO. OF EMPLOYEES	2
NOMTEE	
DIMPLETES	30

2-5

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WOMEN'S COLLEGE HOSPITALAPPENDIX 3Registered Nurse

	April 1, 1993 <u>Hourly</u>	Jan. 1, 1994 <u>Hourly</u>	Jan. 1, 1995 <u>Hourly</u>	Jan. 1, 1996 <u>Hourly</u>
Start	17.10	17.38	17.66	17.94
After 1 year	18.00	18.28	18.56	18.84
After 2 years	18.75	19.03	19.31	19.59
After 3 years	19.78	20.06	20.34	20.62
After 4 years	20.80	21.08	21.36	21.64
After 5 years	21.83	22.11	22.39	22.67
After 6 years	23.11	23.39	23.67	23.95
After 7 years	24.39	24.67	24.95	25.23
After 8 years	25.67	25.95	26.23	26.51
After 9 years	26.96	27.24	27.52	27.80

Graduate Nurse

Start	16.47	16.74	17.01	17.27
-------	-------	-------	-------	-------

permanent Team Leader/Nurse Clinician/Assistant Director of Nursing

Start	17.77	18.06	18.35	18.63
After 1 year	18.79	19.09	19.38	19.66
After 2 years	19.63	19.93	20.22	20.50
After 3 years	20.78	21.07	21.37	21.65
After 4 years	21.84	22.13	22.43	22.71
After 5 years	22.87	23.16	23.46	23.74
After 6 years	24.20	24.49	24.78	25.07
After 7 years	25.52	25.80	26.11	26.39
After 8 years	26.86	27.15	27.44	27.73
After 9 years	28.21	28.50	28.79	29.07

Co-ordinator Supportive Care Services

Start	18.70	19.00
After 1 year	19.66	19.96
After 2 years	20.45	20.75
After 3 years	21.54	21.84
After 4 years	22.62	22.92
After 5 years	23.71	24.01
After 6 years	25.07	25.37
After 7 years	26.42	26.72
After 8 years	27.78	28.0P
After 9 years	29.52	29.8

APPENDIX 5

ARTICLE 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.

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.

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) The Hospital will endeavour to keep the number of four (4) hour tours to a minimum.
- (b) Nurses who are scheduled part tours shall receive a paid rest period.
- (c) For nurses working tours of duty of less than 7.5 hours, no more than seven (7) consecutive tours shall be scheduled, unless at the request of the nurse. If a nurse is required to work on an eighth subsequent tour, then she/he will receive premium payment for each shift so worked until a day off is scheduled.
- (d) No part-time nurse will be scheduled solely on tours of less than 7.5 hours in any pay period, except where such arrangements are mutually agreed between the nurse and the supervisor.

D.8

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. Requests 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 public 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 - 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 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.

- 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.
- N.4 The Hospital will notify the Local within a reasonable period of time regarding any physical assault causing injury to a nurse in the line of work.

ARTICLE O - DEFENSIVE RESTRAINT

- O.1 The Hospital will provide a program on defensive restraint if in its judgement such is required. The Hospital will give reasonable consideration to any request from the Local to provide such a program.

ARTICLE P - MISCELLANEOUS

- P.1 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.

Dated at Toronto, Ontario, this 21 day of ~~November~~ <sup>Sept 21</sup>, 1995.

FOR THE EMPLOYER

Brauer Magan  
K. H. H.  
R. H. H.  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE ASSOCIATION

Esther Handet ERO  
J. Dalton  
Lisa M. Dea  
Gayle Vera  
Susan Bee  
Jan T. T.

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 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 21 day of ~~November~~<sup>Sept 24</sup>, 1995.

FOR THE EMPLOYER

Brouwen Morgan  
K. R. M.  
R. M. R.

FOR THE ASSOCIATION

Esther Landet ERO  
J. Daffon  
Lisa M. Lea  
Hayli Vania  
Susan Guir  
Jean Towell

LETTER OF UNDERSTANDING

B E T W E E N

WOMEN'S COLLEGE HOSPITAL

- AND -

ONTARIO NURSES' ASSOCIATION

Re: Part-time Holiday Pay

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 21 day of ~~November~~ <sup>Sept</sup>, 1995.

FOR THE EMPLOYER

Bruce Morgan  
K. R. H.  
R. L. H.

FOR THE ASSOCIATION

Esther Landet ERO  
T. L. H.  
Lisa M. Lea  
Hayli Vera  
Susan Gu

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LETTER OF UNDERSTANDING

B E T W E E N

WOMEN'S COLLEGE HOSPITAL

- AND -

ONTARIO NURSES' ASSOCIATION

Re: Office Space

The issue of office space will be discussed by the parties through the Hospital/Association Committee and the Hospital will make reasonable efforts to accommodate the Association's request. This effort is not to be construed as a guarantee of office space for the Association.

Dated at xx Ontario this 21 day of OpY-, 1995.

FOR THE HOSPITAL

Brouwen Morgan  
K. D. H.  
Carl

FOR THE ASSOCIATION

Ether Lambert  
Employment Relations Officer  
J. Dalton  
Lisa McRea  
Loyle Vera  
Susan Guu  
Jan Tondell

LETTER OF UNDERSTANDING

B E T W E E N

WOMEN'S COLLEGE HOSPITAL

- AND -

ONTARIO NURSES' ASSOCIATION

Re: Parking

The Hospital will continue its policy of paid parking which currently is on the basis of the following rates:

139.72 per month (upper level)

150.46 per month (lower level)

or

8.50 per day

4.25 evenings/nights (weekends/holidays)

Prior to any changes to these rates to reflect changes in costs of providing parking services, the proposed changes will be discussed at the Association/Hospital Committee. In the event the Hospital changes the rates, the Association has the right to grieve.

Dated at Toronto, Ontario this 21 day of Sept, 1995.

FOR THE HOSPITAL

Bruce M. M. M.  
K. K. K.  
R. R. R.

FOR THE ASSOCIATION

Esther Mandel  
Employment Relations Officer  
Lisa M. M.  
Hayden M.  
Susan M.