

COLLECTIVE AGREEMENT

Between:

BAYCREST CENTRE
(hereinafter referred to as "the Hospital")

And:

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

Expiry: March 31, 2004

RECEIVED
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LOCAL APPENDIX
TO THE
COLLECTIVE AGREEMENT

Between:

BAYCREST CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Combined

Expiry Date: March 31, 2004

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APPENDIX 2

MEMORANDUM OF AGREEMENT
between
BAYCREST CENTRE
and
ONTARIO NURSES' ASSOCIATION

THE PARTIES ARE AGREED that the roster of Chairpersons for the independent Assessment Committee, as provided in Article 10 of the Collective Agreement shall be:

- | | |
|--|---|
| 1. Ms. M. Elizabeth Ada, Dean
School of Health Sciences,
Algonquin College of Applied
Arts and Technology, Rideau Campus
200 Lees Avenue, Room C112
Ottawa, Ontario K1S 0C5 | 2. Ms. Marg Dennis, R.N.
Director of Care,
Dufferin Area Hospital,
32 First Street,
Orangeville, Ontario L9W 2E1 |
| 3. Ms. Susan E. French, R.N., Ph.D.
Associate Dean,
Health Sciences (Nursing)
McMaster University,
Hamilton, Ontario L8N 3Z5 | 4. Ms. Sue Munro, R.N., B.Sc.N., M.A.
Vice President of Patient Services,
St. John's Rehabilitation Hospital,
285 Cummer Road,
Toronto, Ontario M2M 2E8 |

The selection of the Chairperson shall be in rotation and by numerical order commencing with number 1 above.


DATED AT Toronto, Ontario, this 29th day of April 2002.

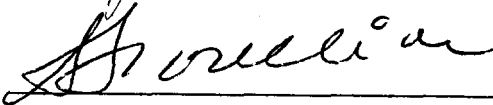
FOR THE EMPLOYER

FOR THE UNION




Labour Relations Officer







APPENDIX 3**SALARY SCHEDULES**

Full-time Permanent Team Leader: - shall be compensated in accordance with 19.05 (d).

Full-time Registered Nurses will be compensated in accordance with Article 19.

Classification - Registered Nurse

	<u>Effective April 1, 2001</u>	<u>Effective April 1, 2002</u>	<u>Effective April 1, 2003</u>
Start	\$21.12	\$21.75	\$22.44
1 Year	\$21.95	\$22.61	\$23.33
2 Years	\$23.10	\$23.80	\$24.56
3 Years	\$24.25	\$24.97	\$25.77
4 Years	\$25.40	\$26.16	\$27.00
5 Years	\$26.83	\$27.64	\$28.52
6 Years	\$28.26	\$29.11	\$30.04
7 Years	\$29.71	\$30.60	\$31.58
8 Years	\$31.45	\$32.71	\$33.75

Full-time Graduate Nurse: - shall be compensated in accordance with Article 2.03 (a) & (b) and Article 19.

APPENDIX 4

SUPERIOR CONDITIONS

Note Article 5 - and all other changes of status which affect dues deduction or the rate of dues deducted.

Article **18.06** is a provision which existed in the collective agreement which expired on September **30, 1980**, and which shall be retained to the extent of its application as provided for in Articles **12.02** and **12.03** of the interest arbitration award (O'Shea) dated October **23, 1981**.

18.06 Sick Leave

Pay for sick leave is for the sole and only purpose of protecting the nurse against **loss** of regular income when **she/he** is legitimately **ill and** unable to work.

- (a) A full-time nurse shall accumulate sick leave credits at the rate of one and one-half (1½) days per month of employment to a maximum of one hundred and thirty-eight (**138**) days. No credits shall be earned by a newly employed nurse during the first three (**3**) months of service, but on the completion of three (3) months of service a nurse will be credited with four and one-half (**4½**) paid **sick** leave days.
- (b) Only for the purpose of regulating and administering this paragraph **18.07** service review dates will be considered from the first day of the month of employment.
- (c) Nurses shall not be entitled to sick leave for sickness or accident compensable by the Workers' Compensation Board.
- (d) When sick pay is claimed, the Centre, in its discretion, has the right to require proof of illness by medical certificate.

APPENDIX 5

APPENDIX

between

BAYCREST CENTRE
(hereinafter referred to as the "Centre")

- and -

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

Combined

APPENDIX 5

It is the mutual goal of both parties to work together to secure quality nursing care and health protection for patients.

ARTICLE A – RECOGNITION

Full-time

A.01 The Centre recognizes the Union as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity at Baycrest Hospital, Jewish Home for the Aged and the Terrace at Baycrest Centre (hereinafter referred to as “the Centre”) in Toronto, save and except Nurse Manager and persons above the rank of Nurse Manager.

Part-time

A.01 The Centre recognizes the Union as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity at Baycrest Hospital, Jewish Home for the Aged and the Terrace at Baycrest Centre (hereinafter referred to as “the Centre”) in Toronto, save and except Nurse Manager and persons above the rank of Nurse Manager.

A.02 The word “nurses” when used throughout this Agreement shall mean only persons included in the above described bargaining unit.

A.03 “Nurse Manager” or “Resource Person” when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - RESERVATION AND CONTROL OF MANAGEMENT FUNCTIONS

B.01 The Union recognizes that the management of the Centre and the direction of working forces are fixed exclusively in the Centre, and shall remain solely with the Centre, except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Centre to:

1. Maintain order discipline and efficiency;
2. Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided that a claim of discharge, suspension or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided.
3. Determine in the interest of efficient operation and highest standard of service, job rating or classifications, work assignment, methods of doing the work, the working establishment for the service and the hours of work. It being agreed that the management policies of the Centre shall not be

inconsistent with the agreed upon hours of work as specifically set out elsewhere in this Agreement.

4. Generally to manage the operation that the Centre is engaged in, and without restricting the generality of the foregoing, to determine the number of personnel required, the services to be performed and the method, procedures and equipment in connection therewith.

B.02 In order for a rule or regulation, unilaterally introduced by the Centre and not subsequently agreed to by the Union, to be enforced, it must satisfy the following requisites:

1. It must not be inconsistent with the collective agreement.
2. It must not be unreasonable.
3. It must be clear and unequivocal.
4. It must be brought to the attention of the nurses before it can be enforced.
5. The employee concerned must have been notified that a breach of such rule could result in discharge if the rule is used as a foundation for discharge.
6. Such rule should have been consistently enforced by the Centre from the time it was introduced.

B.03 The parties agree that any unsuccessful candidate for an ONA job posting will be notified, in writing, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.

The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.

ARTICLE C - INTERVIEW WITH NEW EMPLOYEES

C.01 The Union interview shall be at a time during working hours which is mutually satisfactory to both the Centre and the Union.

ARTICLE D - UNION - CENTRE COMMITTEE

D.01 This committee shall be composed of five (5) representatives of the Union and five (5) representatives of the Centre.

Quorum is recognized as being two (2) representatives in attendance from each side as per the terms of reference dated April 1, 1999.

If a nurse attends such committee outside regularly scheduled hours, she/he may elect to receive lieu time off in accordance with Articles G.04 and G.05 or

payment at their regular straight time hourly rate of pay for all time spent in attendance.

ARTICLE E - UNION REPRESENTATIVES

E.01 Union Representatives

There are thirteen (13) union representatives for the following areas:

1 for each floor in the Hospital	-	5
1 for each floor in the Jewish Home for the Aged	=	6
1 for the clinic/day treatment area	-	1
1 for the Terrace	=	1

E.02 Grievance Committee

The Grievance Committee shall be composed of three (3) nurses.

E.03 Negotiating Committee

The Negotiating Committee shall be composed of five (5) nurses.

E.04 Professional Development Committee

- (a) The Centre will have a Professional Development Committee which includes six (6) representatives of the Association.
- (b) If a nurse attends such committee outside regularly scheduled hours, she/he may elect to receive lieu time off in accordance with Articles G.04 and G.05 or payment at their regular straight time hourly rate of pay for all time spent in attendance.

ARTICLE F -SCHEDULING

(Articles F.01 – F.04 apply to both full-time and regular part-time nurses)

F.01 Current practices for scheduling of the meal period and the rest period shall continue.

F.02 Introduction of a longer daily tour must be with the approval of the Union.

F.03 A nurse will receive premium pay as set out in Article 14.03 for all hours worked on a third consecutive and subsequent weekend save and except where:

- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- ii) such nurse has requested weekend work; or

- iii) such weekend is worked as the result of an exchange of shifts with another nurse.

F.04 Scheduling Regulations and Objectives

A joint labour management committee to be established to learn **ESP**, review current scheduling problems, examine the feasibility of implementing extended tours and develop proposals highlighting needed improvements.

The Centre will maintain the following regulations and objectives:

1. Schedules will be posted twenty-eight **(28)** days in advance.
2. The Centre will schedule every other weekend off.
3. No less than two **(2)** consecutive tours shall be scheduled off between shift changes.
4. A nurse will be scheduled ~~off~~ work for not less than five **(5)** consecutive days either at the Christmas or New Year's season, except in areas where nurses are not normally required to work on weekends and statutory holidays (clinics, Psych Day Centre and Day Centre). Scheduled consecutive days ~~off~~ at Christmas will include December 24th, 25th, and 26th; consecutive scheduled days off at New Years will include December 31st and January 1.

Requests for Christmas/New Year's season shall be completed by November 1 and time off shall be posted for this period by November 15. If conflicts arise, seniority within the unit shall be the deciding factor.
5. Nurses will not be scheduled to work more than seven (7) consecutive **days**.
6. The scheduling regulations and objectives will not operate during the period December 15 to January 10.
7. Nurses employed on permanent shifts may be expected to rotate to the day tour for not more than four (4) weeks in each six (6) month period. This will not occur more frequently than once in a six (6) month period. Four **(4)** weeks' notice of this rotation will be given to the nurse. Nurses assigned to rotating shifts will not be required to rotate over more than two (2) shifts and nurses who rotate shall work fifty percent (50%) on the day tour. Nurses in the employ of the Centre on January 22, 1986, will not be required to work rotating shifts (except for such rotation as provided for permanent shifts as set out above). Nurses in the employ of the Centre on the 22nd of January, 1986 may, however, apply for and receive a rotating shift. Nurses hired subsequent to January 22, 1986 may be required to work rotating shifts.
8.)Members of the negotiating committee will not be scheduled to work the evening or night shift immediately preceding negotiations which commence during the hours of a day shift.

(Article F.05 applies to full-time nurses only)

F.05 A nurse will be scheduled off at least four (4) days in any ~~two~~ (2) week pay period. No split days off shall be scheduled, except by mutual consent.

(Article F.06 applies to regular part-time nurses only)

F.06 Where a nurse is scheduled to work less than a normal tour (7.5 hours), Article F shall apply in its entirety except as amended by the following:

- i) No regular part-time nurse will be scheduled to work solely on tours which are comprised of less than 7.5 hours in any pay period except where such arrangements are agreed to by the nurse.
- ii) The Centre will endeavour to keep a proportion of tours comprised of less than 7.5 hours to a reasonable level.
- iii) Nurses working short shifts comprised of less than 7.5 hours shall be granted a rest period.
- iv) Nurses working tours comprised of less than 7.5 hours shall not be scheduled to work seven (7) consecutive tours. If a nurse is required to work on an eight (8) consecutive and subsequent tour then ~~she/he~~ will receive premium pay for each tour so worked until a day off is scheduled.

F.07 2 Day 2 Night Extended Tour Schedules

- (a) When the Hospital and the Union agree, the 2Day 2Night extended tour schedule may be instituted when eighty (80%) percent of the employees on a particular nursing unit have so indicated by secret ballot. For employees who indicate to their Unit Manager that they do not wish to work extended tours, the Hospital will endeavour to schedule these nurses on a normal shift rotation.
- (b) When less than eighty (80%) percent ~~of~~ the staff on a particular nursing unit vote, as outlined in paragraph 1, in favour ~~of~~ the 2Day 2Night extended tour schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination 2Day 2Night extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular Unit.
- (c) The eighty (80%) percent figure above may be varied by mutual agreement between the parties.
- (d) The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to in paragraph 1.
- (e) At any meeting with the Employer to discuss the 2Day 2Night schedule, ~~a~~ a member of the Local executive should be in attendance.

- (9) The **2Day 2Night** schedule may be discontinued in any unit when:
- i) eighty (80%) percent of the nurses in a unit **so** indicate by secret ballot, or
 - ii) the Hospital decides to do **so** because of:
 - A) adverse effects on patient care, or
 - B) inability to provide a workable **staffing** schedule, or
 - C) where the Hospital wishes to do **so** for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule;
 - iii) When notice of discontinuance is given by either party in accordance with number (ii) above, then:
 - A) the parties shall meet within **two** (2) weeks of the giving of notice to review the request for discontinuance; and
 - B) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are **so** amended.
 - iv) The Local Association will be informed of the results of the secret ballot within seven (7) days.
- (g) The schedule provisions in F.08 are applicable save and except for the following:
- i) Employees shall not be required to work more than four **(4)** consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth **(5th)** and subsequent day until a day off is scheduled.
 - ii) Employees shall receive every third **(3rd)** weekend off, which shall consist of **six** (6) consecutive extended tours, which shall commence ~~no~~ later than 1930 hours Friday.
- An employee will receive premium pay as defined in Article 14 for **all** hours worked on a third **(3rd)** consecutive and subsequent consecutive weekend until **a** weekend is scheduled *off*, save and except where:
- A) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
 - B) Such employee has requested weekend work; or
 - C) Such weekend is worked as the result of an exchange of shifts with another employee.

- (h) All schedules will be done on a basis that each full-time employee will be scheduled for **1950** hours per year.

F.08

Twelve (12) Hour Tours

(a) Commencement and Discontinuance of **12** Hour Tours

- i) Twelve (**12**) hour tours shall be introduced into any unit when:
 - A) Eighty percent (80%) of the employees in the unit **so** indicate by secret ballot; and
 - B) When less than eighty percent (80%) of the staff on a particular unit vote, in favour of the extended tour schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of **12** hour tours.
 - C) The Employer agrees to implement the **12** hour tour week. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- ii) 12 hour tours may be discontinued in any unit when:
 - A) adverse effects on patient care, or
 - B) inability to provide a workable staffing schedule, or
 - C) where the employer wishes to do **so** for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the **12** hour tours schedule.
- iii) When notice of discontinuation *is* given by either party in accordance with paragraph (b) above, then:
 - A) The parties shall meet within **two (2)** weeks of the giving of notice to review the request for discontinuation; and
 - B) Where it *is* determined that the **12** hour tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are **so** amended.

(b) Scheduling Provisions for **12** hour Tours

The following scheduling provisions shall apply to all employees working extended **12** hour tours.

- i) **A** regular 12 hour tour shall be **11.25** consecutive hours in any twenty-four hour period exclusive of a 45 minute unpaid meal period. The employee shall be entitled to paid relief periods during the tour for forty-five (**45**) minutes.

- ii) Not more than three (3) consecutive extended tours shall be scheduled. When the Employer requires an employee to work a fourth (4th) consecutive shift, premium pay shall be paid for the fourth (4th) and subsequent consecutive shifts until a day off has been scheduled.

Note: The 12 hour schedule that requires a **DayDayNightNight** rotation once every six (6) weeks is excluded from the above premium payment requirement.

- iii) At least twelve (12) hours' time off will be scheduled between shifts, and at least forty-eight hours post night shift unless mutually agreed otherwise. Failure to do so will result in premium pay for the shift.
- iv) A weekend is defined as a minimum of fifty-six (56) hours commencing at the completion of the Friday day shift.
- v) The Employer will not schedule split shifts.
- vi) An employee may not be required to change tours of duty more than once a week, unless mutually agreed upon otherwise..
- vii) The Employer will provide at least every second (2nd) weekend off.
- viii) If an employee works 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:
 - ix) Such a weekend has been worked by an employee to satisfy specific days off requested by such employee; or
 - A) Such employee has requested weekend work only; or
 - B) Such weekend is worked as a result of an exchange with another employee
 - x) When less than eighty percent (80%) of the nursing staff in a particular nursing unit vote, as outlined in Article 2 above, in favour of extended tours by secret ballot, the Union may approach the Employer and ask them to consider the implementation of the combination of extended tour and short tours in a particular nursing unit. The parties must meet to discuss the implementation of combination schedules.

F.09

- (a) Self-scheduling may be introduced and/or discontinued into any unit for a specific period of time (Christmas or summer) on the same basis as the introduction/discontinuation of extended tours in accordance with F.08, #1.

- (b) Unit specific scheduling guidelines will reflect scheduling provisions in the Collective Agreement and will be developed collaboratively by Management and the employee subject to approval by the Employer and the Union.
 - i) Self-scheduling is viewed by the Employer as scheduling by employees in order to promote more flexible schedules that meet the needs of the employees and the patient care needs of the unit. Self-scheduling should not result in additional costs to the Employer.

ARTICLE G - DESIGNATED HOLIDAYS

(Articles G.01 - G.03 apply to full-time and regular part-time nurses)

G.01 The Centre agrees to recognize the following paid holidays:

New Year's Day	Labour Day
2 nd Monday in February	Thanksgiving Day
Good Friday	Yom Kippur
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day

Note: In any year in which Yom Kippur will fall on Thanksgiving Day, the twelfth (12th) holiday will be the second (2nd) Monday in June.

G.02 The Centre will schedule a holiday that falls on a Friday or a Monday to be an off day for a nurse scheduled off on the adjacent Saturday and Sunday. Conversely, the Centre will schedule a holiday that falls on a Friday or a Monday to be a work day for a nurse scheduled to work on the adjacent Saturday and Sunday. This article shall not apply to Christmas Day, Boxing Day or New Year's Day.

G.03 For the purposes of calculating entitlement to holiday pay, the three (3) tours which are deemed to be the tours within the holiday period shall be those three tours in which the majority of hours worked fall within the 24-hour period of the actual holiday.

(Articles G.04 – G.07 apply to full-time nurses only)

G.04 The lieu day shall be scheduled off at a mutually agreed upon time, including weekends, within sixty (60) days either side of the holiday unless otherwise mutually agreed to by the nurse and the Centre.

G.05 A nurse may accumulate not more than five (5) lieu days which may be taken at a mutually agreed upon time, concurrently or added to her vacation if it does not interfere with the vacation requests of other staff. Effective April 1, 1989 the number of lieu days which may be accumulated will be not more than six (6).

- G.06** When a holiday falls during the vacation period of the nurse, it shall be added to the end of her vacation period, or another scheduled day at a mutually agreed upon time. It is understood that the lieu day shall not be scheduled without prior discussion with the nurse involved.
- G.07** Where a nurse chooses equivalent time off for overtime hours, such time shall be taken within sixty (60) days.

ARTICLE H – VACATIONS

(This Article applies to both full-time and regular part-time nurses)

- H.01**
1. The vacation year shall be April 1 to March 31 each year.
 2. The available times for the coming vacation year will be posted starting on February 1 and will be taken down after March 15 each year. During the posting period employees may submit a written request for vacation, including alternative dates, for the coming vacation year. The request can be for one continuous vacation period or multiple time periods throughout the year. An employee may elect not to submit a vacation request at this time.
 3. All vacation requests will then be filled starting with the most senior employee and the available times. If an employee's vacation time is already taken by a more senior employee, then their alternate dates, if any, will be scheduled if available. When employees in a unit desire the same or overlapping vacation dates, which is not possible because of the staffing requirements of the Centre, the seniority of the employees directly concerned shall govern any assignment of vacations. One exception is a senior employee who had the same vacation request granted in the preceding year, in which case the vacation will be awarded to the next senior employee requesting it.
 4. Once the vacations have been allocated, the schedule of vacations so awarded will be posted on March 31 for the period April 1 to March 31.
 5. Commencing April 1, for those vacation periods still available based on staffing needs, employees may submit vacation requests in writing at any time prior to finalizing a work schedule. Such vacation requests will be filled on a first come basis.
 6. On September 1, a second posting will occur for vacation times still available in the vacation year. The process in paragraph 3 will be repeated and the vacation scheduled posted by September 15. A reminder will be posted on December 15 that employees who have unscheduled vacation still due in the current vacation year must submit their requests by December 31. Other than vacation carried over from H.02 an employee must take all of their vacation prior to March 31.

7. Vacation may be granted during the period of December 15 to January 10 if staffing needs permit. Staffing needs must **also** take into account the number of statutory holidays and the additional programming needs.

Whenever possible a nurse taking a full week or weeks of vacation will start with or end with **two** (2) days off for their regular weekly days off.

A nurse may take some of her vacation in single days.

- H.02 A nurse shall be permitted to carry five **(5)** days of vacation to the next vacation year.

For a nurse who has five **(5)** or six **(6)** weeks of annual vacation, they will take the first four weeks as vacation. They may elect to postpone the remainder to accumulate an extended vacation for a defined purpose in a future year. The approximate timing and the duration for the vacation must be agreed to in advance. This extended vacation can be for purposes such as paid education leave, distance travel or any **pre-defined** personal reason. The request to establish an extended future vacation must be made at the time of requesting vacation under paragraph 2 above. This extended vacation request will take precedent over subsequent **postings** in order to ensure that the employee can plan their vacation. The nurse forfeits all rights to time off in that vacation year for weeks that have been deferred under this provision.

- H.03 Prior to leaving on vacation, full-time and permanent part-time nurses (excluding casual nurses) shall be notified of the date and time on which to report for work following vacation. If the schedule is changed during the said full-time and permanent part-time nurses absence **so** that the reporting day has changed, the Centre will notify the employee by registered mail to be sent to the employee's last known address and the notice shall be deemed to be received following the third day following date of registration.

- H.04 Supplementary vacation days earned are to **be** taken within one (1) year of your anniversary date.

A part-time employee who has completed 45000 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved. A part-time employee who has completed 52500 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved.

ARTICLE I - BULLETIN BOARDS

- I.01 The Centre will provide bulletin board space for the purpose of posting notices regarding meetings and other matters pertaining to Union matters. The location of this space will be determined mutually. **All** such notices must be submitted to the Director of Employee Relations for approval prior to being posted. This approval shall not be unreasonably withheld.

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ARTICLE J - UNION LEAVE

J.01 Leave for Union business shall be up to a total of forty-five **(45)** days during any calendar year, provided adequate notice is given the Centre. It is agreed that not more than three **(3)** nurses shall be absent on such leave at the same time, and not more than one **(1)** nurse shall be absent on such leave from any one area unless prior written permission is secured from the Head Nurse.

Such permission shall not be unreasonably denied.

J.02 A nurse in the position of Local Co-ordinator will be granted leave, without pay, up to a total of twenty –four **(24)** days per year, provided adequate notice is given the Centre.

ARTICLE K - SENIORITY LISTS

K.01 A copy of the seniority list will be forwarded to the President of the local Union or her designate semi-annually in October and April.

ARTICLE L - MISCELLANEOUS

L.01 Nurses shall keep the Centre advised of their current address and telephone numbers through use of the "Change of Address" form available through the personnel office. Transmit by registered mail to the last specified address of the nurse shall be deemed as delivery to the nurse.

L.02 The Centre will provide office space for use by the Local. This space will include telephone access, computer access, a filing cabinet, desk and chairs.

L.03 The Employer agrees to provide part-time nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17. It is understood and agreed that the part-time nurses who participated will assume the monthly premiums.

Any part-time nurse who wishes to participate will provide payment of the benefits through payroll deduction or a post-dated cheque if there should not be enough income for the deduction.

It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to part-time nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

The above also includes retiree benefits.

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ARTICLE M - PREPAID LEAVE

M.01 Five (5) full-time and five (5) part-time nurses may participate each year with not more than one (1) from each unit in the **pre-paid** plan as set out in 11.11(c).

ARTICLE N - JOB SHARING

If the Centre agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless **otherwise** agreed to by the parties:

N.01 Job sharing requests with regard to full-time positions shall be considered on an individual basis.

N.02 Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule **shall** be determined by mutual agreement between the **two (2)** nurses and the Head Nurse of the unit.

N.03 The above schedules shall conform with the scheduling provisions of the Collective Agreement.

N.04 Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.

N.05 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.

N.06 Coverage:

(a) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

(b) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreements:

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

N.07 Implementation

(a) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

- (b) 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.
- (c) 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/he does** not continue full-time, the position must be posted according to the Collective Agreement.

N.08 Discontinuation

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 shall not be unreasonable or arbitrary.

ARTICLE O - MODIFIED WORK

O.1 The Hospital will notify the Bargaining Unit President and the Labour Relations Officer of the following by the 15th of each month:

- (a) The employee, date and type of injury for each ONA member unable to work due to work related injury.
- (b) Current listing of ONA members on a rehabilitative return to work program (recovery program).
- (c) Current listings of all ONA members off for thirty (30) days or longer due to illness.

O.2 The Employer will notify the Union in writing of any employee who has been physically assaulted in the line of work by forwarding **a** copy of the applicable incident report within forty-eight **(48)** hours of completion or as soon as **is** practicably possible.

O.3 Early and Safe Return to Work

The Hospital and the Association are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Hospital, and to meeting the parties' responsibilities under the law.

To that end, the Hospital and the Association agree to cooperate in facilitating the return to work of disabled employees. The Hospital and the Association agree that ongoing and timely communication by all participants in this process is **essential** to the success of the process. The Hospital and the Association agree that all participants will use electronic communication and other communication processes where possible to expedite communication.

- (a) A joint Return to Work Committee (**RWC**) comprised of an equal number of Association and Hospital representatives will be established. One of the Association representatives will be recognized as co-chair. One of the Hospital representatives will be recognized as the other co-chair. The Committee will meet at least once per month. The Union co-chair, if she attends return to work meetings on her day off, will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings. Such hours are invisible for the purposes of determining premium. The Hospital and the Association agree to communicate through electronic and other communication processes to expedite the work of the committee.
- (b) The Hospital will provide an updated list of information to the (**RWC**) before each monthly meeting including the following:
 - i) Nurses absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits;
 - ii) Nurses absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked;
 - iii) Nurses who have been absent from work because of disability for more than 23 months;
 - iv) Nurses who are currently on a temporary modified work program;
 - v) Nurses who are currently permanently accommodated in the workplace;
 - vi) Nurses who require temporary modified work;
 - vii) Nurses who require permanent accommodation in the workplace.
- (c) A disabled nurse who has obtained medical clearance from her treating physician to return to work will provide the Occupational Health Department with this verification of her ability to return to work including information regarding any restrictions as per the Functional Abilities Form. The nurse will advise her manager that she wishes to return to work. The Occupational Health Department will advise the manager when she is cleared to return to work. It is understood that the Occupational Health physician is not the treating physician for the disabled nurse. Management may request an injured or ill employee to be examined by the Occupational Health physician and/or an independent medical practitioner to assist with the return to modified work.
- (d) When a returning nurse is in need of modified work or a permanent accommodation the Hospital will notify the **RWC** co-chairs and will provide to them the information obtained under (c) above.

- (e) **As** soon as practicable the co-chairs or their designates will meet with the affected nurse and the manager and Occupational Health to create and recommend a return to work plan.
- (9) In creating a return to work plan, the co-chairs or their designates and the manager and Occupational Health will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to her:
 - i) original position
 - ii) original unit
 - iii) original unit/position with modifications to the work area and/or equipment and/or the work arrangement
 - iv) alternate positions outside the original unit.
- (g) In creating a return to work plan, the co-chairs or their designates and the manager and Occupational Health will consider the nurse's abilities and accommodation needs, and if she is unable to return to work in accordance with article (9) above, they will identify any positions in the Hospital in which the nurse may be accommodated.
- (h) **A** nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such a nurse will remain on the list of nurses requiring permanent accommodation provided under article (b) (vii) above. Once a nurse has been offered appropriate permanent accommodation she will be removed from the list of nurses requiring permanent accommodation. The Hospital will advise the Union of offers of permanent accommodation.
- (i) The parties recognize that more than one nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with articles (9) and (g) and (h) above, they must first consider the skills, ability and experience of the nurses. They may then balance additional factors including but not restricted to:
 - i) ability to acquire skills
- (j) seniority
 - ii) path of least disruption in the workplace
- (k) When more than one nurse is deemed by the committee to be suitable for a particular position or arrangement, and the factors set out in article (i) are relatively equal, seniority shall govern.
- (l) The committee will monitor the status of accommodated nurses and the status of nurses awaiting accommodation.

- (m) The committee will develop and recommend strategies for:
 - i) integrating accommodated workers back into the workplace
 - ii) educating nurses about the legal, personal, organizational aspects of returning disabled workers to work
- (n) Alternative Placements
 - i) Before posting, the Occupational Health and Safety Department or designate and Human Resources will examine all potential vacancies to determine if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to her home unit in accordance with article (9).
 - ii) If a vacancy is identified as suitable for accommodation purposes, the Occupational Health and Safety Department and Human Resources may recommend holding the posting in consultation with the co-chairs to determine:
 - A) whether the unit, after considering all factors including the number of accommodated nurses in the unit, the operational needs of the unit, safety of nurses working in the unit, alternative resources, can reasonably accommodate a nurse;
 - B) whether the posting of the position under the collective agreement between the parties may be waived;
 - C) whether a position outside the bargaining unit may be an appropriate position for accommodating a nurse.
 - iii) When the parties agree to a permanent accommodation whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.
 - iv) In the event the accommodation placement is unsuccessful, the parties will meet to determine next steps.
 - v) The parties may agree to a written agreement for temporary accommodations of extended duration.
 - vi) The home position of a nurse requiring permanent accommodation may be posted under the following circumstances:
 - A) the nurse is permanently accommodated in another position or arrangement;

- B) the weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future;
- C) the Employer may elect to **fill** the disabled nurse's home position by posting a temporary to permanent vacancy;
 - 1) In **so** electing, the position will be filled in accordance with the job posting provisions of the collective agreement;
 - 2) If and when it is confirmed that the disabled nurse cannot return to her original position, the position may be offered to the incumbent on a permanent basis;
 - 3) When a **job** offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
- vii) Filling of a disabled nurse's home position does not remove the Hospital's duty to accommodate that nurse.

ARTICLE P - OCCUPATIONAL HEALTH AND SAFETY

- P.01
- (a) The Centre, with the nurse's consent, will inform the Union within three (3) days of any nurse who believes there has been an act of violence while performing her work.
 - (b) Such information shall be submitted in writing to the Union as soon as possible.
 - (c) The Centre will consider request for reimbursement for damages incurred to the nurse's personal property.
 - (d) **A** nurse who believes there has been an act of violence may request union representation.

DATED AT Toronto, Ontario, this 25 day of April 2002.

FOR THE EMPLOYER

FOR THE UNION

K. Kato

[Signature]

[Signature]

Labour Relations Officer

Sharon G. Grollman

Hyacinth Johnson

Agnes Hryciuk