

COLLECTIVE AGREEMENT

Between:

**NORTH YORK GENERAL HOSPITAL
(hereinafter referred to as "the Hospital")**

And:

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

Expiry: March 31, 2011

Dated at TORONTO, Ontario, this 28th day of JULY 2008.

FOR THE EMPLOYER

[Signature]
[Signature]
Frutson
of Cole

FOR THE UNION

[Signature]
Labour Relations Officer
[Signature]
Local Coordinator
Mary Ann Nelson
Wendy Motyn
[Signature]
Carolyn Edge
Msakley

LOCAL APPENDICES
TO THE COLLECTIVE AGREEMENT

BETWEEN:

NORTH YORK GENERAL HOSPITAL
(hereinafter referred to as the "Employer")

AND:

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

FULL-TIME & PART-TIME

EXPIRY: March 31st, **2011**

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APPENDIX 3
SALARY SCHEDULE

Classification – Graduate Nurse

	<u>Effective</u> <u>April 1,2008</u>	<u>Effective</u> <u>April 1,2009</u>	<u>Effective</u> <u>April 1,2010</u>
Start	27.67	28.50	29.36

Classification - Registered Nurse

	<u>Effective</u> <u>April 1,2008</u>	<u>Effective</u> <u>April 1,2009</u>	<u>Effective</u> <u>April 1,2010</u>
Start	27.67	28.50	29.36
1 Year	28.08	28.92	29.79
2 Years	28.55	29.41	30.29
3 Years	29.95	30.85	31.78
4 Years	31.37	32.31	33.28
5 Years	33.14	34.13	35.15
6 Years	34.91	35.96	37.04
7 Years	36.71	37.81	38.94
8 Years	39.31	40.49	41.70
25 Years	40.00	41.20	42.44

NOTE: For Part-Time Nurses: These rates do not include the percentage in lieu.

APPENDIX 4**SUPERIOR CONDITIONS**

Central Portion of Collective Applicable Clause from existing Collective Agreement (1978-1980)
(Full time)

12.08/15.01 Long Term Disability Plan as per Article 12.08 shall continue the present coverage and do not elect the HOODIP Long Term Disability Plan.

12.02115.01 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:

- (a) Sick leave will be allowed for sickness for nurses after the completion of their probationary period on the basis of one and one-half (1%) days per month of active employment to a total of eighteen (18) days sick leave after one year's service;
- (b) It is understood and agreed that no sick leave will be allowed during the nurse's probationary period. Should the nurse remain in the employ of the Employer after completion of her probationary period, her entitlements shall date back to the last day of hiring;
- (c) All unused sick leave may be accumulated to the credit of the nurse to a maximum of one hundred and thirty-eight (138) days;
- (d) No payment for sick leave credit shall be payable to a nurse for absences of more than three (3) consecutive working days unless the illness is substantiated by a medical certificate that shall be submitted within three (3) consecutive calendar days after the employee's return to work;
- (e) The nurse may be required to produce proof of sickness for any absence in the form of a medical certificate;
- (f) Nurses shall not be entitled to sick leave for sickness or accident compensable by the Workers' Compensation Board;
- (g) No payment of sick leave credit shall be payable to a nurse during a period of vacation or leave of absence;
- (h) The Employer will continue its contributions towards:
 - (i) subsidized employee benefits provided the balance of the monthly premiums are paid by the nurse through monthly payroll deductions and,
 - (ii) will continue credits for sick leave, until thirty (30) days following the expiry of the sick leave credits.

12.03115.02 A nurse who voluntarily terminates her employment with the Employer after three (3) years' continuous service shall receive an amount equal to the salary for one half of her unused accumulated sick leave credits.

19.09 EDUCATIONAL ALLOWANCE

Special Educational Bonuses

The Employer will pay monthly bonuses to those nurses as set out below; such bonuses will not pyramid:

***	i)	Successful completion of Nursing Unit Administration Course	\$ 15.00
****	ii)	Successful completion of six month post graduate course with respect to the speciality in which the nurse is employed	\$ 15.00
*	iii)	One-year university certificate or diploma in nursing	\$ 40.00
**	iv)	Bachelor's Degree in nursing	\$80.00
**	v)	Master's Degree in nursing	\$120.00

*** Assistant Unit Administrator or Group 3 Nurses

**** It is at the discretion of the Director of Professional Nursing Practice.

** Assistant Unit Administrator eligible

* Assistant Unit Administrator, Group 3 or Group 2 nurses eligible

Notwithstanding the foregoing, no nurse now receiving the bonus shall have it taken away unless she subsequently becomes disintitled.

H.08 For the purposes of Superior Conditions Appendix 4, Article 19.09 for the Bachelors in Health Studies, the Employer shall pay the equivalent eighty dollars (\$80.00) as the Bachelor's degree in Nursing.

16.01/18.01 EARNED LEAVE (VACATIONS)

Nurses in the active employment of the Employer are entitled to 1.25 days of vacation for each month of active employment.

Nurses are not credited, however, with any allowance until completion of their probationary period at which time they will be given credit for three (3) times their monthly entitlement.

18.02 Nurses hired prior to and including the fifteenth day of a month will be granted a full month credit for that month. Nurses hired after the fifteenth day of a month will be given a half-month's credit for that month. The reverse will apply for terminations.

- 18.03 Nurses who do not otherwise qualify under the provisions of this Article shall receive the vacation entitlements provided by the Employment Standards Act of Ontario.
- 18.04 It is understood and agreed that the Employer will give every consideration to the nurse's preference as to the timing of their vacation, but of necessity the Employer must reserve the right to the final decision as to the scheduling of vacations.
- 18.05 Nurses who have completed three (3) years of continuous employment with the Employer and who are in the active employ of the Employer shall have an additional week (5 days) vacation accredited to their vacation bank and are entitled to 1.67 days of vacation for each month of active employment in excess of the said three (3) years thereafter without reduction from their regular pay.
- 18.06 If a nurse works or receives paid leave for less than 1525 hours in her vacation year (anniversary date to anniversary date) she will receive vacation pay based on a percentage of gross salary for work performed on the following basis:
- 3 week entitlement - 6%
4 week entitlement - 8%
- 18.07 A nurse who leaves the employ of the Employer for any reason shall be entitled to receive unpaid vacation pay which has accrued to her date of separation unless she leaves without giving two (2) weeks' notice of termination in which case she shall be entitled to vacation pay calculated in accordance with the provisions of the Employment Standards Act, 1974.
- 18.08 For the purpose of vacation entitlement, service shall mean combined service on both full-time and part-time bargaining units. For the purpose of this clause, two-hundred (200) paid tours of part-time service shall equal one (1) year of full-time service.

ADDENDUM PURSUANT TO NORTH YORK GENERAL HOSPITAL AND BRANSON MERGER

NOTE: Superior Condition to be retained for Branson and includes the General.

Further to 11.05 – up to one day's paid bereavement leave shall be paid in conjunction with the day of the funeral in the event of the death of an uncle, aunt, nephew, niece or first cousin.

APPENDIX 5

APPENDIX OF LOCAL ISSUES

ARTICLE A - RECOGNITION

- A.01 The Employer recognizes the Association as the exclusive bargaining agent of all registered and graduate nurses employed by the Employer in the City of North York engaged in nursing capacity, save and except Unit Educator, Occupational Health Nurse, Infection Control Nurse, Genetic Counsellor, Clinical Nurse Specialist, Palliative Care Coordinator, Utilization Case Manager, Unit Manager and persons, above the rank of Unit Manager.
- A.02 The word "nurses" when used throughout this Agreement shall mean persons included in the above described bargaining unit.
- A.03 The phrase "immediate supervisor" when used throughout this Agreement shall mean the Unit Administrator, or in her absence Program Director.
- A.04 In this Agreement, "Local Association" refers to the Local of the Ontario Nurses' Association at North York General Employer namely Local No. 6.

ARTICLE B - RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

- B.01 The Association recognizes that the management of the Employer and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer 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 Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided that a claim of 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 standard 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) generally to manage the operation that the Employer 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 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 Employer will advise the Association of any change of rules and regulations.

B.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C.01 Nurse Representatives

There shall be one (1) ONA Nurse Representative for each unit of the General Division, Branson Division and the Senior Health Centre. There will also be five (5) floating Nurse Representatives to assist ONA members as required.

C.02 Negotiating Committee

There will be a Negotiating Committee consisting of five (5) members representing the Bargaining Unit, two (2) shall be part-time members and two (2) shall be full-time members and the Chairperson will be the Bargaining Unit President.

C.03 Grievance Committee

There shall be a Grievance Committee with a total of four (4) nurses from either bargaining unit.

C.04 Hospital-Association Committee

There shall be a total of five (5) nurses from both bargaining units for the Association and five (5) representatives from the Employer.

C.05 Professional Development Committee

The Union will be provided with equal representation on the Hospital Professional Development Committee. There will be four (4) Hospital and four (4) ONA representatives, including both Full and Part Time members, one of which will be the Bargaining Unit President or designate. The Hospital agrees to establish this committee by December 2005.

C.06 Scheduling Committee

There will be a Scheduling Committee composed of three (3) ONA members and three (3) Hospital Representatives. The Committee will meet on a minimum every three (3) months. Information pertaining to and including schedules are to be provided to the Scheduling Committee at least eight (8) weeks in advance of the implementation of any changes in Unit scheduling practices.

The purpose of this committee will be:

- (a) to act in an advisory capacity and assist in resolution of scheduling concerns;

- (b) to review all new master schedules and to ensure compliance with the Collective Agreement;
- (c) to provide suggestions to minimize Agency usage;
- (d) to provide advice regarding the scheduling of part time nurses.

C.07

Payment for meetings outside scheduled work hours

When a nurse is required by the Employer to attend meetings, in-service and other work related functions outside her/his regularly scheduled working hours, and the nurse does attend same, she/he shall be paid for all time spent on such attendance at her/his regular straight time hourly rate of pay or at the nurse's option, she/he shall receive equivalent time off.

This article does not apply to Hospital Union meetings as described in Article 6.01 and Union Business as described in paragraph E.01.

ARTICLE D - SCHEDULING

D.01

Scheduling Regulations

- (a) The Employer shall provide one weekend off out of three (3) but shall endeavour to provide one weekend off in two, or an average of four weekends off in every eight-week period.
- (b) A break of at least sixteen hours duration shall be scheduled when shift rotations are changed and a break of at least forty-eight hours duration shall be scheduled when the rotation is from the night shift, unless as may be otherwise agreed between the nurse and the Employer.
- (c) The Employer shall endeavour to post schedules fifty-six (56) days in advance and shall post them no later than twenty-eight (28) days in advance.
- (d) Nurses shall not be scheduled to work split shifts.
- (e) A nurse shall be scheduled off for at least four (4) calendar days in any two week period and in scheduling these days, a nurse shall be scheduled off at least once for a period of two (2) consecutive calendar days.
- (f) Nurses shall not be scheduled to work more than seven (7) consecutive calendar days in a row.
- (g) A weekend consists of fifty-six hours away from work during the period following completion of the Friday day shift until the commencement of the Monday day shift.
- (h) A nurse shall not be required to change shift rotations more than once in a work week.

- (i) A nurse may, by mutual agreement of the nurse and the Employer, work either permanent evenings, permanent nights, days and evenings, days and nights, evenings and nights.
- (j) The Employer shall endeavour to ensure that nurses not be required to work more than two shift rotations, that is, any two but not three of days, evenings and nights. Where a nurse does not usually work the day shift, the Employer may require the nurse to rotate to the day tour for a maximum of two work weeks per annum for the purpose of providing training and development or for scheduling a group function. If the Employer is required to change the mix of shift rotations on a unit, it shall be done a seniority basis.
- (k) A nurse who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on evening or night shift without the nurse's written consent or request, and shall not be scheduled to work more than two consecutive weeks on either evening shift or night shift without being scheduled for an equal period on day shift. Scheduled time off shall not be considered part of any shift.
- (l) The Employer shall endeavour to schedule a Nurse off on a paid holiday falling on a Monday or Friday if the paid holiday is adjacent to a scheduled weekend off. Nurses scheduled on the weekend adjacent to a paid holiday shall be scheduled to work the paid holiday, unless mutually agreed otherwise.
- (m) The above regulations may be waived provided that the nurse and the Employer mutually agree in writing to the change.

D.02 Violation of Scheduling Regulations

A nurse shall receive premium pay for all violations of the scheduling regulations unless the nurse requested the change in work schedule or agreed to an exchange of shifts with another nurse.

D.03 Scheduling of Part-time and Casual Staff

Part-time nurses in a unit shall be scheduled in order of seniority up to their commitment before any casual nurses are utilized. The Employer shall provide the Association with the commitment for each part-time nurse and advise the Association of any changes thereafter.

Once part-time nurses on the unit have been given the opportunity to work up to their commitment, any unscheduled shifts remaining shall be offered in order of seniority to the part-time nurses on the unit and then to casual nurses on the unit. Additional shifts may then be offered to regular part-time nurses who are qualified and approved by the Unit Administrator in the Hospital, subject to the following:

Nurses who wish to be considered for additional shifts must indicate their availability in the manner prescribed by the Employer.

A shift shall be deemed to be offered whenever a call is placed;

The Employer shall not be required to offer shifts that would result in overtime premium pay, nor may a nurse accept to work such shifts without first advising her immediate supervisor or designate that the shift, if worked, would result in overtime premium pay;

Once a part-time nurse accepts an additional shift, she/he must report for that shift unless arrangements satisfactory to the Employer are made;

If qualified, nurses may submit their availability to work additional shifts to other units, provided that the total number of shifts accepted by the nurse do not result in overtime premium pay.

Where a part-time regular or part-time casual nurse is unable to obtain the number of tours she or he wishes to work on her or his home unit, she or he may accept assignments on other units. Practices limiting the ability of a nurse to work additional tours, such as the requirement that he or she remain "on call" up to forty-eight (48) hours before the start of an available shift are to be discontinued.

D.04 A request to exchange shifts must be submitted in writing by the Nurses concerned at least twenty-four (24) hours prior to beginning of the shift. If a shift exchange is required with less than twenty-four (24) hours notice the nurses concerned must confirm the exchange with the Unit Administrator or designate. No premium as they relate to scheduling regulations, will be paid as a result of the exchange of shifts.

D.05 Extended Tours

The introduction of extended tours will be implemented where the nurses on the unit have requested and will require a vote of Full Time and Part Time nurses on the Unit. The implementation and the discontinuance of the extended tours will require an eighty (80) percent of the nurses that vote.

Extended tour scheduling will include the following provisions:

- (a) Nurses will be scheduled every other weekend off. If the nurse is required to work on a second consecutive and subsequent weekend the nurse will receive premium pay as per the Collective Agreement for all hours worked on the weekend and subsequent weekends until a full weekend is scheduled off, except where:
 - i) Such weekend has been worked by the nurse to satisfy specific days off requested by the nurse; or
 - ii) The nurse is working the weekend as a result of an exchange of shifts with another nurse; or
 - iii) The nurse has requested weekend work.
- (b) Nurses will not be scheduled more than four (4) consecutive extended tours;

- (c) There will be a minimum of twelve (12) hours off between scheduled extended tours and a minimum of forty- eight (48) hours off after a period of night shifts unless otherwise agreed by the nurse and the Employer.

Extended tour scheduling may be discontinued by the Hospital for reasons of:

- (i) Adverse effects on patient care; or
- (ii) Inability to provide a workable staffing schedule
- (iii) Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.

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

- i) the parties shall meet within two (2) weeks of the giving of notice to review the request for the discontinuation; and
- ii) where it is determined that the scheduling initiative will be discontinued, affected employees shall be given six (6) weeks' notice before the scheduling initiative is discontinued.

D.06 The Employer will endeavour to accommodate employees taking courses by assisting with scheduling changes wherever possible.

D.07 Where a nurse has made prior arrangements for time off from a shift, the nurse shall not be scheduled to work another shift that day.

D.08 Self-scheduling is practised in the Hospital and it is understood that the scheduling regulations of the Collective Agreement shall apply.

D.09 Christmas/New Year's Scheduling

A nurse will be scheduled off for not less than five (5) consecutive days at either the Christmas or New Year's season if she so desires, except in those areas where the major work is done Monday to Friday. In those areas, if mutually agreeable, Christmas and New Year's time may be scheduled for less than five (5) consecutive days. Time off at Christmas shall include all shifts on Christmas Eve, all shifts on Christmas Day, all shifts Boxing Day, and time off at New Year's shall include all shifts on New Year's Eve and all shifts on New Year's Day, provided the other regulations in this Article will be waived by the Employer, if necessary, during the Christmas period - December 18 to January 8, inclusive.

Where operationally feasible, the Employer will endeavour to accommodate holiday scheduling preferences on the applicable Nursing Unit in order of seniority. No nurse shall be required to work more than three (3) consecutive years of Christmas or New Year's shifts, if it is not her preference.

Where operationally feasible, the Employer will endeavour to provide both Christmas and New Year off, this shall be awarded in order of seniority on the unit.

Where the majority of nurses on the Nursing Unit have agreed to an alternate holiday scheduling method, it shall take precedence. Any regulations can be waived providing the nurse and her employer mutually agree in writing to the change.

ARTICLE E - LEAVE OF ABSENCE WITHOUT PAY

E.O1 Leave of absence for Association business shall be given without pay to an aggregate total of two hundred (200) days for both bargaining units during each year of this Agreement provided adequate notice is given the Employer and such leave of absence does not interfere with the continuance of efficient operations in the Hospital. Such leave shall not be arbitrarily withheld.

It is agreed that not more than four (4) nurses shall be absent on such leave at the same time, excluding arbitrations and negotiations.

E. 02 The Bargaining Unit President for North York General will be on leave of absence from regular duties. The payment for the leave of absence will be equally shared by the Hospital and the Association. The Bargaining Unit President will be scheduled to work Monday to Friday each week for the length of the term.

The Bargaining Unit President will retain all benefits and will accrue seniority and service while on the leave of absence. On completion of the term of office the Bargaining Unit President will return to their previous position on their work unit.

E.03 Local Co-ordinator Leave

The Employer agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted twelve (12) days per year to fulfill the duties of the position.

These days will not be counted in the Union Leave days referred to in Article E.O1.

This provision will apply to only one Co-coordinator position

ARTICLE F - PAID HOLIDAYS

F.01 The Employer agrees to recognize the following paid holidays:

New Year's Day (January 1 st)	Civic Holiday
Family Day (3 rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1 st)	Boxing Day (December 26 th)

A tour that begins or ends during the twenty-four (24) hour period of the holiday, 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.

F.02 The Lieu day can be scheduled forty-five (45) days prior to and up to ninety (90) days following the paid holiday and will be taken on a mutually agreeable time between the nurse and the Employer.

F.03 A nurse may accumulate a maximum of thirty-seven and one-half (37½) hours of lieu time at any given time. The lieu time will be taken at a time mutually agreeable between the employee and Employer. Lieu time may be requested in addition to vacation time requested. Lieu time taken as full days may be taken singularly or concurrently.

A nurse may request the lieu time in a payment. The request for payment of lieu time will be in writing to the Hospital, with at least two (2) weeks notice prior to the pay period. Where lieu time exceeds thirty-seven and one-half (37½) hours, the Hospital may elect to provide pay for excess hours. Payment for lieu time will not attract any overtime premium.

ARTICLE G - JOB POSTINGS

G.01 Notification to Unsuccessful Job Applicants

The parties agree that the Employer will endeavour to notify all unsuccessful candidates for an ONA job posting, in writing, within a reasonable period of time and where possible within fourteen (14) calendar days of the successful candidate accepting the position.

ARTICLE H - BENEFITS

H.01 Part Time Benefits

The Employer agrees to provide Regular part-time nurses with a .5 commitment with the option of voluntary participation in the Dental, Extended Health and semi-private group plans set out in Article 17. It is understood and agreed that the part-time nurses who participate will assume the monthly premiums.

Payment will be by payroll deduction.

The nurse may choose one or all of the benefits. The Employer will notify the Union of the benefit costs to part-time nurses each time the benefit costs are renegotiated by the Employer.

H.02 Early Retiree Benefits

Any bargaining unit nurse who retires early and wishes to participate in the benefit plans as outlined in article 17.01(h) will provide advance payment of the benefits as invoiced by the Employer.

The Employer will notify the Union of the benefit costs to retired nurses each time the benefit costs are renegotiated by the Employer.

ARTICLE I - JOB SHARING

- 1.01 It is agreed that the following conditions will govern the arrangements.
- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis and the Employer shall reserve the sole right to determine the appropriateness of such arrangements.
 - (b) Total hours worked by the job sharer shall equal (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two nurses with the approval of the Unit Administrator. Job sharers shall not be required to work any tours outside of the tours of the full-time position unless mutually agreed.
 - (c) The above schedules shall conform with the scheduling provisions of the full-time Collective Agreement.
 - (d) It is expected that both job sharers will be prepared to cover each other's incidental absences including vacations; however, if one job sharer is unable to cover the absence, the Employer will attempt to provide the necessary coverage.

In the event that one member of the job sharing arrangement goes on extended 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 covering the extended absence, the coverage shall be negotiated with the Unit Administrator.

- (e) An incumbent full-time nurse wishing to share her position may do so without having her half of the position posted; however, the other half of the job-shared position must be posted and the selection based on the criteria set out in the Collective Agreement.
- (f) 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 in the full-time position or, if available, another part-time position for which she is qualified. If she does not continue full-time, the position must be posted according to the Collective Agreement.
- (g) Either the Employer or the Association shall have the option of cancelling this agreement after providing the other party with thirty (30) calendar days written notice. The job sharer(s) will have the option of reverting back to a regular part-time position should this agreement be cancelled or changed.

ARTICLE J - EARNED VACATION

- J.01 The Employee may request vacation to be scheduled at any time during the year. The Hospital reserves the right to approve or deny vacation requests. Vacation

will not be unreasonably denied. If so requested by the nurse, the Unit Administrator will give a nurse written reasons for denial of a vacation request.

- J.02 The vacation quota for nurses shall only include members of the bargaining unit and shall not include those members on maternity leave and long-term disability. The Employer will endeavour to post with the list the approximate number of full-time and part-time vacation requests that can be accommodated during the months of June, July, August and September.
- J.03 Requests for consideration to permit carry over of vacation entitlement from one year to another (year-end is employee's start date) must be made in writing to the employee's immediate supervisor. In no case will an employee be permitted to carry forward more than one and one-half times (1½ x) the number of days of vacation they are entitled to annually.
- J.04 The vacation request list will be posted no later than March 1st of each year. Vacation preference will be submitted by the nurse to her immediate supervisor in writing by April 1st and vacation schedules will be posted by May 1st. The Employer will endeavour to schedule vacations on as equitable a basis as possible. Where a dispute arises between nurses requesting the same vacation time, and such request cannot be reasonably accommodated by the Employer, then seniority shall apply. Nurses who request vacation after April 1st shall be granted it on a first come first served basis.
- J.05 Unless the nurse requests otherwise, the weekend after her vacation shall be scheduled off. The Employer shall schedule the weekend prior to the vacation off.
- J.06 Vacation pay will be provided in the first pay period beginning in June.
- A part-time registered nurse who will be on Maternity Leave of Absence in June, may submit to the Payroll Department a written request to "hold" the accumulated vacation pay in June. A date should be specified for the vacation monies to be paid out prior to the registered nurse returning from Maternity Leave of Absence.
- J.07 Part-time nurses will be granted vacation time off on the same basis as full-time nurses and according to their seniority.

ARTICLE K – MISCELLANEOUS

- K.O1 The Employer will provide at least one bulletin board at each site. The space and the location of the boards is to be determined by mutual agreement.
- K.O2 The Association will be informed of the time of the interview to be held during the probationary period. The Employer agrees to provide the Association with the names of new employees prior to this time.
- K.O3 Overtime
- If requested by the nurse, the Employer shall allow the practice of time off in lieu of overtime payment. Unless mutually agreed to do otherwise, such hours will be taken within ninety days of occurrence or during booked unit closures.

- K.04 The Union will be provided seniority lists four times per year, to include all seniority to the completion of the first pay period(s) following March 1st, June 1st, September 1st, and December 1st. Unit based seniority lists will also be posted on each unit in accordance with these dates and these Unit based seniority lists will also be provided to the Union.
- K.05 Hours of work as per Article 13 of the Central Agreement average out over a six (6), eight (8) or nine (9) week schedule and will not result in a payment of overtime premiums.
- K.06 Full Time and Part Time temporary vacancies that cannot be filled with Part Time regular or Part Time casual on the Unit shall be posted Hospital-wide prior to recruiting external candidates.
- K.07 The Employer will endeavour to send nurses, when necessary, to areas of that particular nurse's expertise.
- K.08 In the case of an error in the calculation of the employee's statement of earnings, the employer shall, upon request of the nurse provide the nurse with a makeup cheque no later than three (3) business days following, providing the makeup cheque is equivalent of one or more 7.5 hour tours.
- K.09 Where the Employer requires nurses to travel between sites, they will pay the applicable corporate mileage rate or taxi fare.
- K.10 The Employer agrees to provide three (3) competitive bids and consult with the Union prior to the printing of the Local Issues contract.
- K.11 Pursuant to Article 10.07(d) of the Central Agreement, full-time nurses may be considered for temporary full-time vacancies on the same basis as regular part-time nurses.
- K.12 Anniversary Increase Notification
The Employer shall post monthly, on each nursing unit, the names of those nurses who will progress to the next level of the salary grid as the result of completion of one (1) year or two hundred (200) tours of service.
- K.13 Prepaid Leave Plan
The number of nurses that may be on prepaid leave at any one time shall not exceed one (1) per unit.
- K.14 All ONA job postings will be copied to the Local President.

ARTICLE L - MODIFIED WORK

- L.01 The Employer 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 Long Term Disability.

L.02

The Hospital and the Union both recognize their obligations in facilitating the early and safe return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

- (a) A Return to Work Committee (RWC) will be established, one member of which will be a representative of the Union. The Committee will meet at least once per month. The Union member will suffer no loss of regular earnings for attendance at such meetings. If the Union member is required to attend on their day off they 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 will provide an updated list of information to the RWC before each monthly meeting including the following:

- i) Employees absent from work because of disability who are in receipt of workplace Safety Insurance Board Benefits;
 - ii) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked;
 - iii) Employees who require temporary or permanent accommodation in the workplace.
 - iv) A list of RN vacancies for the purposes of the return to work committee.
- (b) It is understood that it is the obligation of a disabled employee in receipt of short term or long term disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.
 - (c) The Occupational Health Department will discuss the needs of employees for accommodation as soon as possible with their respective manager or designate, and the Union and will advise the RWC as soon as possible when a return to their original position or unit has not occurred. The Occupational Health Department in consultation with the Union Representative will examine opportunities for temporary accommodation until such time as an appropriate permanent accommodation is determined.
 - (d) The Hospital will advise the Union of offers of permanent accommodation within or outside of the bargaining unit.
 - (e) The parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the Hospital will consider the skills, ability and experience of the employees and will also consider ability to acquire skills, seniority and path of least disruption in the workplace.

- (f) The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation. The committee will review any circumstances where attempts to accommodate an employee have proved to be unsuccessful.
- (g) Before posting, the Hospital's Human Resources Department will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home unit.
- (h) Where such vacancies are within the bargaining unit, the Hospital will consult with the Union on the feasibility of an accommodation giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.
- (i) Whether or not the parties agree to waive the posting procedure in order to facilitate an accommodation and whether or not the position is within the bargaining unit, the parties will sign an agreement containing the details of the accommodation. The parties may also agree to a written agreement for temporary accommodations of extended duration.
- (j) The home position of a nurse who needs permanent accommodation may be posted under the following circumstances:
 - (1) The employee is permanently accommodated in another position or arrangement;
 - (2) the weight of the medical evidence establishes that there is no reasonable prospect of a return to their original position in the foreseeable future;
 - (3) the Hospital may elect to fill the disabled employee's home position by posting a temporary to permanent vacancy.
 - i) In so electing, the posting will be filled in accordance with the job posting provisions of the collective agreement.
 - ii) If and when it is confirmed that the disabled employee cannot return to their original position, the position may be offered to the incumbent on a permanent basis.
 - iii) Where a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and its potential permanency.
 - iv) Filling of a disabled employee's home position does not remove the parties' duty to accommodate that employee.

L.03

The Employer agrees to provide the employee with a copy of the WSIB Form 7 at the same time as it is sent to the Board.

ARTICLE M – ENABLING LANGUAGE

M.O1 During the term of this Agreement the parties shall explore, trial and evaluate, with a view to formally implementing the following articles of the Collective Agreement:

Article 9.09 Internships
 Article 13.03 Innovative Unit Scheduling
 Article 13.04 Unit Weekend Schedule

Local Collective Agreement language will be developed and incorporated into the Local Agreement, including, but not limited to, introduction and discontinuation language.

Either party may discontinue the following arrangements with sixty (60) days' notice, upon giving reasonable explanation to the other party, which will be neither arbitrary nor discriminatory.

M.02 Internships

Access to Hospital Internships shall be through the standard job posting process. Job postings shall describe any specific terms and conditions of the internship not already covered below.

Selection into an internship program shall be on the basis of previous experience, critical thinking skills, problem-solving skills, and basic nursing assessment skills. Where the skills and abilities of the nurses being considered are relatively equal, seniority shall govern, providing that the successful applicant, if any, is sufficiently qualified to complete and meet the performance expectations of the program.

Upon being accepted into an internship program, the intern shall spend a minimum of 35 hours in the unit where she will eventually work before beginning the formal educational component of the program. These tours shall be worked on a shadow basis with a senior nurse, in order to familiarize the intern with the unit and its work environment. At the conclusion of this evaluation period, the nurse shall be given the opportunity of returning to her former position if she/he no longer wishes to work in the new area.

The intern will be required to complete a formal educational program at a local college or learning institute selected by the Employer for a period of a time determined by the specific qualifications or certification being sought. During this period, the intern will continue to be paid her regular nursing salary.

The intern will be required to actively participate in ongoing needs based assessment of her clinical needs with the designated nurse clinician or nurse mentor. The intern will therefore be expected to provide copies to the Employer copies of any tests and formal progress reports, including final grades received, during the academic component of the program. A nurse who fails the academic portion of the program will be given the opportunity to repeat the failed components on her own time, pending which she may be placed in a vacant position for which she is already qualified or, if no positions are available, laid off under Article 10 of the Collective Agreement.

Upon beginning the practical component of the program, the intern will be expected to demonstrate ongoing learning while being mentored by senior staff on the unit.

A nurse successfully completing the internship program need not be considered for a further vacancy in the Hospital for a period up to eighteen (18) months following completion of the internship.

M.03 Innovative Unit Scheduling

A variety of work schedules may be introduced on a unit-by-unit basis, provided that the required ratio of paid rest periods and unpaid meal breaks in relation to the total length of the shift or "face time" is not violated. "Face time" is defined as the total number of hours, both paid and unpaid, making up the total nursing tour. For greater clarity, a standard tour of 7.5 paid hours consists of eight (8) hours of face time, and includes two paid rest periods of fifteen (15) minutes duration and one unpaid meal break of thirty (30) minutes duration. An extended tour of 11.25 hours consists of twelve (12) hours of face time, and includes three paid rest periods of (15) minutes duration and one or two unpaid meal breaks of forty-five (45) minutes total duration. In both cases, the ratio of worked hours to face time is a fixed seven to eight.

The table below illustrates a range of innovative work schedules in relation to the existing normal and extended tours:

	Normal Tour	%	Ratio	Half Tour	Half Extended	9 Day Sched.	8 Day Sched.	Extended Tour
Face Time Hours	8.0			4.00	6.00	8.89	10.00	12.00
Face Time Minutes	480.0	100.00		240.00	360.00	533.33	600.00	720.00
Less Unpaid Meal Breaks	30.0	6.25	1/16	15.00	22.50	33.33	37.50	45.00
Equals Paid Time	450.0	93.75	15/16	225.00	337.50	500.00	562.50	675.00
Less Paid Rest Breaks	30.0	6.25	1/16	15.00	22.50	33.33	37.50	45.00
Equals Minutes Worked	420.0	87.50	7/8	210.00	315.00	466.67	525.00	630.00
Hours Worked	7.0			3.50	5.25	7.78	8.75	10.50

Tour Lengths

Units are permitted to introduce shift lengths with face times of between four (4) to twelve (12) hours under the following conditions:

The default work schedule in the hospital is the normal daily tour as described in Article 13.01. Except where the Association and Employer have agreed to implement a different work schedule, the normal daily tour shall govern.

Only part-time nurses may be scheduled on a regular basis to work tours with less than eight hours' face time, in order to ensure that no nurse is required to work more than ten tours per pay period.

For nurses accepting to work additional hours after the completion of a scheduled tour equivalent to or greater than a normal daily tour, overtime premium pay shall be payable for all hours worked in excess of the scheduled tour.

Where a nurse accepts to work an additional tour that is longer than her normally scheduled tour, overtime premium pay will be payable for all hours worked in excess of the additional tour she has accepted to work, not for the hours in excess of her regularly scheduled tours.

Introduction of Innovative Work Schedules

Where business conditions permit, and with the express approval of the unit manager, innovative work schedules may be introduced by

- (a) posting new vacant positions with the proposed new hours of work,
- (b) scheduling a majority vote within in the applicable unit or work group, excepting that nurses who do not wish to work the agreed-to schedule may continue to work a normal work tour if they so wish. As the latter leave the unit through normal attrition, new vacancies may be posted at whatever the length of tour that meets the needs of the unit.

In the case of a nurse applying for a posted vacancy or exercising her displacement rights in a layoff, the nurse must accept the work schedule of the posted position or displaced employee.

Discontinuance of Innovative Work Schedules

Either party may withdraw its agreement to continue with a given work schedule on 60 days written notice, in which case the effected nurse(s) shall be required to return to working a normal daily tour, unless the arrangement was implemented in support of a medical accommodation.

ARTICLE N – NEEDLESTICK AND SHARPS INJURIES



- N.O1 The Hospital, in consultation with the Joint Health and Safety Committee, shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program should include and address employee training and education with respect to needle stick and sharps injury prevention, and provide for the maintenance of a needle stick/sharps injuries log to detail incidents. The program shall be evaluated annually by the Hospital in consultation with the Joint Health and Safety Committee.

ARTICLE O – VIOLENCE IN THE WORKPLACE

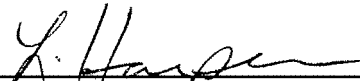
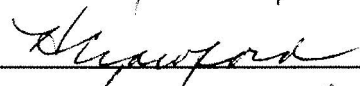
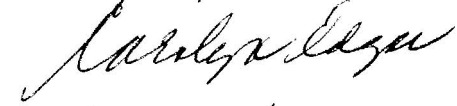
- 0.01 Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of his/her employment. It includes the application of force, threats with or without weapons and severe verbal abuse. The Hospital agrees that such incidents will not be condoned. Any nurse who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
- 0.02 The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.
- 0.03 The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
- 0.04 The Hospital agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during anew employee's orientation and updated as required.
- 0.05 The Hospital, with the nurse's consent, will inform the Union within three (3) days of any nurse who has been subjected to violence while performing his/her work. Such information shall be submitted, in writing, to the Union as soon as possible.
- 0.06 The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.

Dated at Toronto, Ontario, this 28th day of JULY 2008.

FOR THE EMPLOYER



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O'Coate

FOR THE UNION


Labour Relations Officer
Mary Ann Nelson
Wendy Matys


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LETTER OF INTENT

Between:

NORTH YORK GENERAL HOSPITAL
(hereinafter referred to as the "employer")

And:

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

Re: Travel Expense


The parties agree that where Association business requires staff to travel between sites; and where the Employer requires such Association representation to be present; that transportation will either be provided by the Employer or reimbursement of travel expenses will be made as per the "Use of Private Motor Vehicles for Hospital Business" policy.


Reimbursement is made by submitting a 'Travel Expense Voucher' for approval to the Manager of Labour Relations or his/her designate and payment will be made within twenty-five (25) calendar days of request.

Dated at Toronto, Ontario, this 28th day of JULY 2008.

FOR THE EMPLOYER

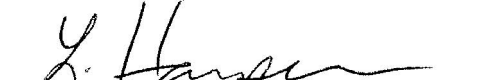
FOR THE UNION

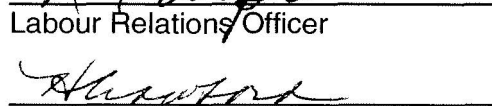




Watson

O'Connell



Labour Relations Officer


Mary Ann Nelson

Wendy Motya

Cathy Widger

Mankley

LETTER OF UNDERSTANDING

BETWEEN:

NORTH YORK GENERAL HOSPITAL
(hereinafter referred to as the "Employer")

AND:

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

Re: Self-scheduling

The Employer and Association will consider requests for Self Scheduling on a trial basis in that Unit. Should the Hospital and the nurses agree to implement Self Scheduling on a particular unit, they shall do so according to the following criteria:

1. Prior to instituting self scheduling in a Unit, there will be a written request from the Nurses in that unit provided to the Association and the Employer, with signatures of at least fifty (50%) percent of the nurses in that Unit requesting self scheduling.
2. The Unit Administrator and the Unit's Scheduling Committee will develop the self scheduling guidelines and provide the guidelines to the Association and the Hospital Scheduling Committee for review prior to any implementation of Self Scheduling in a Unit.
3. Nurses participating in self scheduling shall be responsible for scheduling all hours. Full time nurses will be required to work nineteen hundred and fifty (1950) hours per year, which includes paid holidays and lieu days.
4. Each prepared schedule shall be submitted to the Unit Administrator for review and approval to ensure that appropriate nursing coverage is maintained. All changes will be made prior to posting as necessary to ensure all the guidelines have been followed. The Unit Administrator's approval is required for each prepared schedule.
5. All Self Scheduling regulations, shall comply with all the provisions of the full-time and part-time Collective Agreements in all respects.
6. The Hospital and the Association shall have the option of discontinuing the Self Scheduling in any Unit after providing the other party with in ninety (90) days' written notice. The parties will meet within thirty (30) days of such notice to discuss the reasons for such discontinuation.

Dated at TORONTO, Ontario, this 20th day of JULY 2008.

FOR THE EMPLOYER

[Signature]

[Signature]

R. Watson

[Signature]

FOR THE UNION

[Signature]
Labour Relations Officer

[Signature]

Mary Ann Nelson

Wendy Martyn

[Signature]

[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

NORTH YORK GENERAL HOSPITAL
(hereinafter referred to as the "Employer")

AND:

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

Re: 2 Day 2 Night Rotation

Where the Hospital and the Union agree to implement the 2Day 2Night Rotation, it may only be introduced on a unit where extended tours already exist, when eighty (80) percent of the nurses (full-time and part-time) on the unit have voted in favour of the new schedule by secret ballot, and where agreement on scheduling has been reached between the Hospital and Union with respect to nurses who wish to remain on extended tours.

Nurses who wish to remain on extended tours and not move to the 2Day 2 Night rotation must provide written requests to the Unit Administrator.

The 2Day 2Night rotation will be provided to the Scheduling Committee and Association for review and approval prior to any implementation of 2Day 2Night schedule.

The Hospital will provide space for the Union to conduct the vote and will ensure that a Union representative is present for the vote.

All full time nurses including nurses working the 2 Day 2 Night rotation will be scheduled full-time hours of one thousand nine hundred and fifty (1950) hours per year. The master rotation for all nurses in the Unit will be finalized and posted prior to the vote for any new rotations.

The Local scheduling provisions for extended tours will apply except for weekends off and the consecutive numbers of shifts worked.

Each Nurse on the 2Day 2Night rotation in conjunction with the Unit Administrator or designate will determine the number of additional shifts required to be scheduled to ensure that the Nurse is scheduled one thousand nine hundred and fifty (1950) hours in the calendar year. The number of additional shifts required to be scheduled in the calendar year should be determined by April 1st of each year.

The additional shifts required for the full time nurses on the 2Day 2Night schedule shall be scheduled throughout the year, with a minimum of one shift scheduled every eighteen (18) weeks as required, to maintain the full time hours for the nurses.

The scheduling provisions will be as follows:

- (a) Nurses will not be required to work more than four (4) shifts in a row. Nurses will be entitled to premium pay at the rate of time and one-half for working on the fifth (5th) consecutive and subsequent day until a day off is scheduled. However, the premium shall not apply where a nurse has specifically requested to be scheduled on the fifth (5th) consecutive and subsequent day.

- (b) Nurses will not be scheduled to work more than three consecutive weekends. A nurse who works a fourth consecutive weekend or portion of a fourth consecutive weekend will be paid as per the provisions of Article 14 for all hours worked on the fourth weekend and any subsequent weekend until a weekend off is scheduled.
- (c) Nurses will be granted either Christmas or New Years off on a rotating basis as per the Collective Agreement.
- (d) Statutory Holidays will be incorporated into the rotation.
- (e) Additional shifts that need to be scheduled will not be scheduled in conjunction with the scheduled four (4) shifts, unless requested by the nurse, in which case (a) above shall not apply, but will be scheduled on the nurses' days off.

The 2Day 2Night Schedule will be discontinued in a unit if eighty (80%) percent of the nurses working the 2Day 2Night Schedule vote to do so.

The Hospital or the Union may rescind the agreement made in paragraph 1, on 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 of the schedule.

It is understood and agreed that the Union shall not rescind the agreement for reason(s) that are unreasonable or arbitrary.

The Hospital may rescind the agreement 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 neither, arbitrary, or unreasonable.

Dated at Toronto, Ontario, this 28th day of July, 2008.

FOR THE EMPLOYER

[Signature]
[Signature]
Watson
[Signature]

FOR THE UNION

[Signature]
 Labour Relations Officer
[Signature]
Mary Ann Nelson
Wendy Morby
[Signature]
[Signature]