

LOCAL APPENDICES  
TO THE  
COLLECTIVE AGREEMENT

Between:

**PROVIDENCE HEALTHCARE**  
(hereinafter referred to as the "Facility")

And:

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

**Expiry: March 31, 2011**

TABLE OF CONTENTS

ARTICLE A – RECOGNITION ..... 1  
ARTICLE B – MANAGEMENT RIGHTS..... 1  
ARTICLE C – UNION REPRESENTATIONS ..... 2  
ARTICLE D – SCHEDULING ..... 3  
ARTICLE E – VACATIONS.....11  
ARTICLE F – PAID HOLIDAYS .....12  
ARTICLE G – MISCELLANEOUS .....13  
ARTICLE H – LEAVE OF ABSENCE .....14  
ARTICLE I – JOB SHARING.....14  
ARTICLE J – OCCUPATIONAL HEALTH AND SAFETY .....16  
ARTICLE K – BENEFITS .....19  
APPENDIX “3” .....21  
    SALARY SCHEDULES

## **ARTICLE A – RECOGNITION**

A.1 The Facility recognizes the Ontario Nurses' Association as the sole and exclusive bargaining agent of all full-time and part-time Registered and Graduate Lay Nurses employed at its Hospital and Houses of Providence, at Scarborough, Ontario, in a nursing capacity, save and except supervisors and persons above the rank of supervisor. Part-time shall be defined as those nurses in the bargaining unit who are regularly employed for twenty-four (24) hours or less per week.

Note: "Hospital and Houses of Providence" refers to Providence Healthcare (Hospital and Home for the Aged)".

A.2 It is agreed the term "supervisor" shall include the classification of Unit Administrator, Head Nurse, Assistant Administrator and Co-ordinator.

Note: "Head Nurse" refers to "Unit Administrator".

## **ARTICLE B – MANAGEMENT RIGHTS**

B.1 The Union recognizes that the management of the Facility and the direction of working forces are fixed exclusively with the Facility, and shall remain solely with the Facility, and without limiting the generality of the foregoing, it is the exclusive function of the Facility to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire in accordance with the retirement policy, discharge, direct, classify, transfer, promote, demote, layoff, recall, suspend and otherwise discipline nurses, provided that if a nurse claims she or he has been discharged or disciplined without just cause, she or he may file a grievance in accordance with the Grievance Procedure within the Central Agreement (Article 7);
- (c) establish, alter and enforce reasonable rules and regulations to be observed by the nurses;
- (d) determine the kind and location of machines and equipment to be used, the allocation and number of nurses required from time to time, services to be performed, and all other rights and responsibilities of management, not specifically modified elsewhere in this Agreement.

B.2 The Facility agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement. It is understood by the Union that the provisions of this Agreement constitute the only limitations on the Facility's rights.

## **ARTICLE C – UNION REPRESENTATIONS**

### C.1 Negotiating Committee

The Negotiations Committee shall be composed of not more than three (3) nurses. The composition of this committee must include both full-time and part-time nurses.

### C.2 Grievance Committee

The Local Grievance Committee shall be composed of not more than three (3) nurses. The composition of this committee must include both full-time and part-time nurses.

### C.3 Management-Union Committee

The Management-Union Committee shall be composed of three (3) representatives of the Local Union, and an equal number of representatives from Management. Each party may have alternates to replace a member from time to time. The composition must include full-time and part-time nurses.

The Bargaining Unit President, or designate, will identify to the Facility which committee members require payment under article 6.03(e) at each Management-Union Committee meeting. Such payment shall be at their straight-time hourly rate and limited to two (2) Committee representatives per meeting.

### C.4 Nurse Representatives

There shall be five (5) representatives of the Union in total, with no more than one (1) nurse from a unit. This number shall include both full-time and part-time nurses.

C.5 The local Union interview shall take place during the orientation period for twenty (20) minutes, at a specified location and time for all newly hired nurses. The Facility is under no obligation to reschedule the interview between the nurse and the representative of the Union if the Union's representative fails to appear at the scheduled time.

### C.6 Work of the Bargaining Unit President and Bargaining Unit Vice President/Grievance Chair.

(a) The Facility recognizes the importance to the facility of having an effective Bargaining Unit President and Bargaining Unit Vice President/Grievance Chair.

(b) The Bargaining Unit President and Bargaining Unit Vice President/Grievance Chair, upon request, shall be scheduled on straight day shifts to do the work of the Bargaining Unit for the period of her/his term of office. If two (2) nurses who are in the positions of Bargaining Unit President and Bargaining Unit Vice President/Grievance chair work on the same unit they will be permitted to both work straight day shift on their unit if operationally possible. At the end of her or his term, she or he

will resume the rotating schedule she or he worked before the start of her or his term.

- (c) The Facility shall keep the Bargaining Unit President's and Bargaining Unit Vice President/Grievance Chair's benefits under the Collective Agreement whole throughout her or his term of office.
- (d) Leave days under this provision are separate from and in addition to any other leave of absence for Union or Association business.
- (e) When the Facility schedules any joint facility-Union Committee meeting outside the regularly scheduled hours of the Bargaining Unit President and Bargaining Unit Vice President/Grievance Chair or designate or the Committee member, all time spent at the meeting shall be deemed to be time worked and the Bargaining Unit President and Bargaining Unit Vice President/Grievance Chair or designate or the Committee member shall be compensated at her or his applicable straight time or overtime rate. The Bargaining Unit Vice President/Grievance Chair will be included in any joint facility/Union Committee meeting where operationally appropriate.
- (f) A nurse who acts as Bargaining Unit President shall be granted Association Leave of Absence for no more than two (2) days per month to address issues of mutual interest to the facility and the Association, including discipline, grievance and facility-Union meetings. Such Leave of Absence days shall be scheduled at a mutually agreeable time. The cost of these LOA days shall be assumed by the facility.

#### C.7 Professional Development Committee

The Professional Development Committee provided for in Article 9.02 shall consist of three (3) Employer representatives and three (3) Union representatives. The committee will meet quarterly, and on other occasions if a meeting is called by the Chairperson. The role of Chairperson will alternate between Employer and Union representatives effective January 1<sup>st</sup> each year.

### **ARTICLE D – SCHEDULING**

- D.1 The Facility will endeavor to plan days off in such a way as to provide every second weekend off and shall plan days off in such a way as to provide at least two (2) weekends off in four (4).

Part-time nurses must be available to work at least two (2) weekends in four (4).

All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.

When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Facility will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:

- (a) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Facility. Agency nurses will not be used when regular part-time nurses or casual nurses are available and willing to work
- (b) A tour will be deemed to be offered whenever a call is placed;
- (c) It is understood that the Facility will not be required to offer tours which would result in overtime premium pay. The parties agree that a nurse shall advise the employer where accepting a shift will result in premium payment.
- (d) When a regular part-time nurse accepts an additional tour, she or he must report for that tour unless arrangements satisfactory to the Facility have been made;
- (e) Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing Facility practice.
- (f) Full time float pool nurses will be scheduled thirty-seven point five (37.5) hours per week according to the scheduling provisions in the collective agreement, while part time nurses will continue to be scheduled for their commitment. Full time float pool nurses will be assigned to units in need by the float pool manager. Part time float pool nurses will be scheduled up to their commitment, and will be assigned to units in need by the float pool manager. When all part time nurses have been scheduled to their commitment, unit based and part time float pool nurses shall be offered additional shifts up to full time hours according to seniority and expression of availability.
- (g) Nurses can be hired for two (2) units if specified in the job posting. Nurses that work on two (2) units are not considered float pool nurses. Nurses that work on two (2) units will have a master schedule, which follows the scheduling provisions in the collective agreement.

D.2 A nurse will receive premium pay as set out in Article 14.03 for all hours worked on a second (2<sup>nd</sup>) and subsequent weekend, until a weekend is scheduled off, save and except where:

- (a) Such weekend has been worked by a nurse to satisfy specific days off, requested by such nurse; or
- (b) Such nurse has requested weekend work; or
- (c) Such weekend is worked as a result of an exchange with another nurse.

D.3 Nurses will not normally be scheduled to work more than six (6) consecutive days and the Facility will endeavour not to schedule nurses to work more than five (5) consecutive days.

- D.4 Schedules will be posted no less than fourteen (14) days in advance for a four (4) week period. No change will be made to the schedules, except as permitted elsewhere in this agreement or with the mutual consent of the nurse and the Facility.
- Part-time schedules will be posted no less than fourteen (14) days in advance for a four (4) week period. It is agreed that changes in posted time are a necessity; however, every effort will be made to notify the nurse as soon as possible of such changes.
- D.5 A nurse will be scheduled off work not less than five (5) consecutive days at either Christmas or New Year's, unless the nurse requests otherwise in writing. It is understood and agreed that part-time nurses may be scheduled to work up to five (5) days in one of these periods, to accommodate the staffing requirements. Time off at Christmas shall include December 24<sup>th</sup>, December 25<sup>th</sup>, December 26<sup>th</sup> and time off at New Year's shall include December 31<sup>st</sup> and January 1<sup>st</sup>. Schedules for Christmas and New Year's time shall be posted no later than December 7<sup>th</sup> of each year. In the event of a scheduling conflict alternating Christmas and New Year's time off will be the deciding factor. Alternating Christmas and New Year's time off will be done by requiring the least senior nurse on the unit who had their preference granted in the previous year to alternate.
- D.6 Scheduling regulations will not be applicable between December 5<sup>th</sup> to January 15<sup>th</sup>, in order to comply with nurses' requests to have either Christmas or New Year's Day.
- D.7 Requests for changes in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days or tours of duty. Such requests must be submitted forty-eight (48) hours in advance and are subject to approval by the nurses' immediate supervisor or designate. The nurses immediate supervisor or designate will provide a response with 24 hours to the nurse who made the original request. If the request is submitted after 3 pm on Friday the nurse will receive a response by 3 pm on Monday. Except where Monday is a paid holiday in which case the nurse will receive a response by 3 pm on Tuesday.
- D.8 The weekend for purposes of Article D.1 is defined as a minimum of fifty-six (56) consecutive hours off work beginning with the completion of the nurse's Friday shift. At the request of a nurse working the night shift, the weekend may begin with the completion of her or his Thursday night shift. By mutual agreement in writing between the nurse and the Facility, the fifty-six (56) hour weekend may be reduced to forty-eight (48) hours.
- D.9 There shall be two (2) rest periods per full tour. If the Facility requires a nurse to remain on the unit during her or his unpaid meal period, she or he will be paid at premium pay for the entire meal break.
- D.10 (a) Notwithstanding the provisions of Article D.18, the Facility may:
- i) upon two (2) weeks' notice, schedule in-house education and development sessions for up to fifteen days (15) days each year;

- ii) upon four (4) weeks' notice, except for extenuating circumstances where significant potential risks exist, assign nurses to other shifts to facilitate assessment or upgrading skills for a maximum of fifteen days (15) days per year;
  - iii) assign another nurse to cover these shifts. If the employer cannot cover these shifts with full-time float, part-time, part-time floats or casual nurses, the employer can reassign the least senior qualified nurse working on the unit on these shifts to provide coverage. Prior to the least senior qualified nurse working these shifts being reassigned to provide coverage, nurses who work the shifts that became available as a result of nurses who were granted straight evening or night shift lines will be assigned to cover each other for the purpose of D.10 (a) (i) and (a) (ii).
- (b) The Facility will not assign a nurse to another shift for the purpose of performance appraisal or discipline.
  - (c) A nurse will not be rotated without her or his written consent if she or he:
    - i) was hired before October 3, 1984 to a straight shift and has not subsequently been the successful applicant for a posting which indicated that she or he may be required to work alternate tours; or
    - ii) has had a request for straight shifts approved in accordance with Article D.16.

D.11 Implementation or Discontinuation of Innovative Unit Scheduling Arrangements

(a) Definition

Innovative Unit Scheduling means any scheduling arrangement other than 2-shift rotations of 7.5 hours, involving two or more nurses. For clarity, it is understood that job-sharing arrangements under Article I are not covered by this Article D.11.

(b) Start of Trial Period

The introduction of an Innovative Unit Scheduling will be implemented for a six (6) month trial period:

- i) where eighty percent (80%) of a vote of the full-time and regular part-time nurses on the unit so request in a secret ballot; and
- ii) where the Facility determines that the proposed Innovative Unit Scheduling:
  - A) meets staffing requirements;
  - B) does not adversely affect patient care, including continuity and co-ordination of such care; and

C) provides a workable staffing schedule.

(c) Continuation or Discontinuation of Trial Period

At the end of the trial period, the Innovative Unit Scheduling shall become permanent:

- i) if eighty percent (80%) of a vote of the full-time and regular part-time nurses on the unit are in favour of continuing the arrangement as indicated by a secret ballot; and
- ii) The Facility confirms that the Innovative Unit Scheduling
  - A) meets staffing requirements;
  - B) does not adversely affect patient care, including continuity and co-ordination of such care; and
  - C) provides a workable staffing schedule.

(d) Termination of an Innovative Unit Scheduling

- i) Notice of a desire to terminate an Innovative Unit Scheduling may be given by either Party:
  - a) where eighty percent (80%) of the full-time and regular part-time nurses on the unit so request in a secret ballot; or
  - b) where the Facility determines that the Alternative Scheduling Arrangement:
    - 1) does not meet staffing requirements;
    - 2) adversely affects patient care, including continuity and co-ordination of such care;
    - 3) does not provide a workable staffing schedule; or
    - 4) where the Facility wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- ii) When notice of discontinuation is given by either party in accordance with the 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 an Innovative Unit Scheduling will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

(e) Balloting and Scrutineering

The Facility and the Union will each appoint one scrutineer for any balloting process dealing with Innovative Unit Scheduling.

D.12 On occasions when nurses are not available and a nurse is transferred from another floor to take her or his place, such transfer shall be assigned on an equitable basis.

D.13 The first shift of the day shall be designated as the shift that commences at 0700 hours and the last shift of the day shall be the shift that commences at 2300 hours.

D.14 (a) A nurse who is working the day shift and who is unable to report for work shall notify her or his supervisor (or alternate) at least two (2) hours prior to the hour that she or he is due to report for work.

(b) A nurse who is working the evening or night shift and who is unable to report to work shall notify her or his supervisor (or alternate) at least four (4) hours prior to the hour that she or he is due to report to work.

D.15 A full-time or part-time nurse who is eligible and elects to take time off in lieu of overtime pay in accordance with Article 14.09 of the Central Agreement shall take the time off in lieu of overtime at a time to be negotiated with her or his immediate supervisor. A nurse may accumulate hours of such lieu time up to a maximum of fifteen (15) hours at a time to be taken as a full shift off, by March 31 of the current fiscal year. A nurse shall not be required to leave early in order to use such lieu time. A request for such time off shall not be unreasonably denied.

NOTE: It is recognized that there are times when requests for time off cannot be accommodated in relation to increases in patient acuity and/or resource availability.

D.16 (a) A nurse may work straight days, straight evenings, straight nights, days and evenings, days and nights, or evenings and nights. No nurse shall be required to work more than two shifts without her or his written consent.

(b) Individual Requests for Straight Shifts

The following provisions do not apply to nurses or positions grandparented under Article D.10 (c) i).

Written requests from individual nurses wishing to work straight evenings or straight nights shall be considered and approved on the basis of seniority within the unit, subject to the Facility's ability to provide a staffing schedule in accordance with the scheduling provisions of the Collective Agreement. Such requests will include the nurse's name, unit/area of assignment and the shift (evening or night) being requested.

Three (3) total full-time evening and night nurses and three (3) total part-time evening and night nurses will be permitted to apply and be granted

straight evening or night shift on a unit. This maximum includes nurses who have been assigned straight evening or night shift as a result of medical accommodation and those grandparented under Article D.10 (c) i).

The Facility will notify the nurse and the union in writing of the approval of the straight shift request.

Scheduling changes required to accommodate the approval of a straight evening or night shift will not be subject to the grievance process, unless the changes are in direct conflict with the scheduling provisions of the collective agreement. Day shifts that become available as a result of straight evening or night shift schedules will be offered by seniority.

Any straight evening or night shift arrangement will be terminated on the nurse's transfer to another unit for any reason, including reconfiguration.

When a nurse leaves a straight evening or night shift position, the resulting vacancy shall be posted internally as a straight evening or night shift position. If there are no qualified internal candidates within one (1) calendar week, the position shall be posted internally as a rotating shift position for one (1) calendar week before being posted externally. Article D.10 shall apply to the filling of vacancies under this provision.

- (c) Written requests from individual nurses for scheduling arrangements other than straight shifts will be subject to negotiations between the Parties, in accordance with enabling provisions in the Central Collective Agreement.
- (d) Requests from units or groups of nurses for Innovative Scheduling Arrangements consistent with the Central Collective Agreement shall be considered, implemented and discontinued in accordance with the provisions of the Central Collective Agreement.

D.17 A full-time nurse who works rotating shifts may not be required to change shifts more than once during any seven (7) day period unless mutually agreed in writing between the nurse and the Facility. The employer will endeavour not to change a part-time nurse's shift more than once during any seven (7) day period.

- D.18
- (a) Scheduled off duty time will not be considered part of any shift.
  - (b) The Facility will endeavour to ensure that a nurse who normally works rotating shifts:
    - i) is scheduled off duty for at least twenty-four (24) consecutive hours between shift changes and at least forty-eight (48) consecutive hours following night duty;
    - ii) is not required to work more than two (2) consecutive weeks on either of the evening shift or night shift without being scheduled for a period of day tours, if she or he rotates days-evenings or days-nights;

- iii) is scheduled on days for at least one-half ( $\frac{1}{2}$ ) of her or his scheduled shifts over the scheduling period, if she or he rotates days-evenings or days-nights. This does not apply to part-time positions.
  - iv) is scheduled on an equal number of evenings and nights over the scheduling period if she or he rotates evenings-nights.
- (c) A nurse shall be paid the premium rate in accordance with Article 14 for any shift worked in violation of any of clauses (b) i) through iv) above unless:
- i) such shift is worked by a nurse to satisfy specific days off, requested in writing by the nurse; or
  - ii) the nurse requested in writing that she or he scheduled in this way; or
  - iii) such shift is worked as a result of an exchange with another nurse, confirmed in writing by both nurses; or
  - iv) such shift is scheduled in order for the Facility to comply with Article D.10 (c) i) or C.6 (b).
- (d) Where new full-time positions can be created by combining part-time positions, the employer, with prior approval of the Union, may waive D.18 (b) iii) in these positions.

#### D.19 Scheduling Committee

A committee of one (1) full time and one (1) part time nurse appointed by the Union, and two (2) employer representatives will be established to develop and review scheduling practices for nurses. When the schedule of an individual unit is being reviewed, the committee will include one (1) full time and one (1) part time nurse and one (1) management representative from the unit.

The committee will be given access to all policies respecting scheduling procedures. They will be provided with reasonable time for review. Meetings will normally take place on work time, but any member of the committee who is on time off will be compensated by the facility at straight time for the meeting time only.

The purpose of the Committee will be to act in an advisory capacity and assist in resolution of scheduling concerns, including:

- (a) reviewing guidelines for scheduling;
- (b) at the request of either party, exploring innovative scheduling arrangements including those made available through enabling language in the Central Collective Agreement;

- (c) where scheduling conflicts have not been resolved on an individual unit, developing joint recommendations consistent with appropriate staffing levels, within the unit staffing budget, quality of care, quality of life for nurses, and the Collective Agreement.

After the feasibility of the request is considered, the nurse will receive a written response from the Care Manager. The Bargaining Unit President will receive a copy of the individual schedule change request and the written response.

## **ARTICLE E – VACATIONS**

- E.1 (a) For the purpose of calculating vacations and eligibility, the vacation year shall be tied to the nurse's service date.
- (b) Vacation entitlement information is available upon request from the Facility. Vacation planner forms will be posted during the period February 15 – March 15. Nurses shall indicate their vacation preferences on the vacation planner not later than March 15<sup>th</sup>.
- (c) Vacation schedules will be posted by May 15<sup>th</sup>, except for vacations requested for the period from December 15<sup>th</sup> to January 15<sup>th</sup>, and will not be changed unless agreed to between the Facility and the nurse concerned. Scheduled vacation for the period from December 15<sup>th</sup> to January 15<sup>th</sup> will be posted by October 15<sup>th</sup>. Such requests shall not be unreasonably denied.
- E.2 The facility agrees to schedule vacations so that nurses can receive at least two (2) weeks of their vacation entitlement consecutively. During the weeks of July 15<sup>th</sup> to September 15<sup>th</sup> the facility agrees to schedule at least three (3) weeks and will consider scheduling additional weeks of the nurse's vacation entitlement consecutively where the nurse requests it in writing by March 15<sup>th</sup>. A request for vacation of more than one nurse from the same unit and/or shift will be allowed during the same time period where operationally appropriate. It is understood and agreed that the facility will give every consideration as to the preference of time at which nurses wish to take their vacations, but of necessity, the facility must reserve the final decision as to scheduling of vacations. The use of seniority for vacation preference will be respected for requests made prior to March 15<sup>th</sup> of each year.
- E.3 The Facility will consider requests to permit a carry-over of one (1) week's vacation entitlement from one vacation year to the next. Such requests will only be considered provided the proposed vacation starts after September 15<sup>th</sup> and ends before June 30<sup>th</sup> of the same vacation year. Requests to utilize carry-over vacation outside this period may be considered to accommodate very special circumstances.
- E.4 (a) Vacation pay for full-time nurses shall be provided at the time of vacation.
- (b) Vacation pay for part-time nurses shall be issued and itemized on a bi-weekly basis. If a part-time nurse chooses, she/he may arrange through

the payroll department to have a specified amount of her/his vacation pay monies automatically transferred to a separate account on a bi-weekly basis. Each part-time nurse will be issued a form after ratification or award of this agreement to indicate their preference of receiving bi-weekly vacation pay on their pay cheque, or automatic deposit of specified amount deposited into a separate account. Part-time nurses will be given one month from the date of being issued the form to indicate their preference to the payroll department. The specified amount may be revised once per calendar year.

- E.5 (a) A week of vacation shall be defined as seven (7) consecutive days (i.e. five (5) days paid vacation and two (2) days off).
- (b) Vacation entitlement for part-time nurses shall be the equivalent of that of vacation entitlement for full-time nurses.
- E.6 When a nurse is scheduled for a week of vacation, which includes a weekend off, the nurse shall not be scheduled to work another weekend to compensate for the weekend, which was included with the vacation time.
- E.7 (a) Full-time nurses entitled to supplementary vacation pursuant to Article 16.01 (f) of the Central Collective Agreement will request such vacation as per Articles E.2 and E.3. Notwithstanding Article E.3, unused supplementary vacation will be carried over to the following vacation year(s), but not beyond the next supplementary vacation date.
- (b) Part-time nurses entitled to supplementary vacation pursuant to Article 16.06 of the Central Collective Agreement will request such vacation as per Articles E.2 and E.3. Notwithstanding Article E.3, unused supplementary vacation will be carried over to the following vacation year(s). The additional two percent (2%) vacation pay will be paid out in accordance with Article E.4 (b).

## **ARTICLE F – PAID HOLIDAYS**

F.1 The following shall be paid holidays:

New Year's Day (January 1)	Civic Holidays
Good Friday	Labour Day
Family Day	Thanksgiving Day
Easter Monday	Remembrance Day (Nov.11 <sup>th</sup> )
Victoria Day	Christmas Day (December 25 <sup>th</sup> )
Canada Day (July 1 <sup>st</sup> )	Boxing Day (December 26 <sup>th</sup> )

- F.2 (a) A nurse may ask to accumulate a maximum of five (5) lieu days to be taken as a block in the same fiscal year in which they are accumulated. Such a request shall not be unreasonably denied.
- (b) A nurse may request the date or dates on which a single lieu day or a block of lieu days are to be taken. Such a request shall not be unreasonably denied.

NOTE: It is recognized that there are times when requests for time off cannot be accommodated in relation to increases in patient acuity and/or resource availability.

- F.3 A nurse who works the majority of hours on a holiday shall be paid premium pay in accordance with Article 15.
- F.4 (a) Upon the nurse's request, the Facility shall endeavour to arrange for paid holidays to be divided equitably among the nurses in the same unit, provided this does not result in a weekend premium payment.
- (b) The Facility shall schedule nurses who are off on a weekend, to be off the holiday Monday (or Friday) attached to that weekend.
- (c) The Facility shall schedule nurses who are working on a weekend, to work the holiday Monday (or Friday) attached to that weekend.
- F.5 The parties to this Agreement recognizes that the Facility must provide consistent and quality services to patients/residents, and that the facility operates on a twenty-four (24) hour, seven (7) day basis. Therefore, the Facility requires nurses to work on holidays.

## **ARTICLE G – MISCELLANEOUS**

### G.1 Bulletin Board

The Facility will provide bulletin boards upon which the Union may post notices of Union business. All such notices must contain a date that they may be posted and a date they are to be removed from the bulletin boards. The date they are to be removed from the bulletin boards must be mutually agreed between the Support Services Leader of Human Resources or her or his designate and a member of the Union executive. All such notices must be signed by a member of the Union executive and be submitted to, and approved by the Support Services Leader of Human Resources or her or his designate prior to being posted.

### G.2 Pay Day

The Facility, through the system of direct deposit, will pay salaries and wages, in accordance with the schedules attached hereto as Appendix "C", and forming part of this Agreement, every two (2) weeks, on Fridays. On each pay day, each nurse shall be provided with an itemized statement of her or his wages, hours and deductions.

### G.3 Seniority List

The Facility shall post a seniority list on the ONA bulletin boards in January and July of each year, and as soon as possible after this Agreement comes into effect.

### G.4 Parking

The Union will be advised in advance of any parking increases.

G.5 Education

- (a) The Facility will pay the costs of training it considers essential and will pursue its training objectives using the most cost-effective means possible. Nurse participation in training activities will be authorized based on needs identified by the Facility and the availability of funds.
- (b) With the prior approval of the Facility, a nurse may qualify for reimbursement of tuition fees.
- (c) The Facility will endeavour to accommodate leave of absence or scheduling requests for educational purposes consistent with the Facility's strategic directions.

G.6 The Parties agree that, whenever possible, any unsuccessful candidate for an ONA job posting will be notified in writing within one (1) week of the decision's being made and prior to the posting of the name of the successful candidate. Such notification will be made via electronic mail to the nurse's email account (hospital or personal) as indicated on the application/transfer form.

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

The Employer will advise the successful candidate to keep her or his appointment to the position confidential until the Employer has posted the notice.

**ARTICLE H – LEAVE OF ABSENCE**

H.1 Leave of absence for Union business shall be given up to an aggregate maximum of forty (40) days during the calendar year provided two weeks' notice is given to the Facility. It is agreed that no more than one (1) nurse per unit shall be absent on such leave at the same time, unless operationally appropriate and approved by the care manager. Requests with less than two (2) weeks' notice will be considered and shall not be unreasonably denied.

H.2 Leave for ONA Local Co-ordinator

The Facility agrees to grant leaves of absence without pay to a nurse elected to the position of Local Co-ordinator, up to a maximum of twenty (20) days per calendar year, provided two weeks' notice is given to the Facility and the Facility has been able to arrange replacement staff. Requests with less than two (2) weeks' notice will be considered and shall not be unreasonably denied. Such leaves will be separate from and in addition to leaves of absence under H.1.

**ARTICLE I – JOB SHARING**

I.1 Terms and Conditions

If the Facility 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:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharers 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 Unit Administrator of the Unit.
- (c) The above schedules shall conform with the scheduling provisions of the Collective Agreement which apply to full-time nurses.
- (d) Each job sharer may exchange shifts with her or his partner, as well as with other nurses as provided by the Collective Agreement.
- (e) 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.
- (f) Job sharers will both be considered as part-time nurses in accordance with Article 20, for all purposes except scheduling, including benefit entitlement, paid holidays, service and seniority accrual, and the applicable percentage in lieu of benefits.

## I.2

### 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 Administrator must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

Job sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours when neither job share partner is scheduled and where such would not result in premium payment.

- (b) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Agreement.

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence exceeding thirty (30) days, the remaining partner has the option of covering all of the present partner's shifts for the duration of the absence. If the nurse is unable to cover the leave of absence, she or he must inform the manager of her or his intentions before the leave commences. If the nurse cannot cover for her or his partner, the determined remaining vacancy may be posted.

- (c) Nurses will be granted at least five (5) consecutive days off over either Christmas or New Year's. When one or both job sharers work over Christmas, neither can be required to work over New Year's and vice versa, unless mutually agreed otherwise. Should nurses be assigned to work either Christmas or New Year's, they will be expected to work on at

least three (3) consecutive days for extended tours if required. Where both job sharers request to work Christmas or New Year's, or request to have either off and a conflict exists, then seniority shall be the deciding factor.

- (d) A job sharer may only exchange with nurses other than her or his partner on scheduled tours off for the full-time line.

### I.3 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 (Article 10.06).
- (b) An incumbent full-time nurse wishing to share her or his position, may do so without having her or his 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.
- (c) If one of the job sharers leaves the arrangement her or his position will be posted. If there is no successful applicant to the position and the remaining nurse was previously full-time, the shared position will become her or his position. If the remaining nurse was previously part-time and there is no part-time position available on the same unit, she or he shall exercise her or his layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.
- (d) It is understood and agreed that the arrangement is for a trial period of three (3) months.
- (e) Where two (2) full-time nurses on one unit wish to job share one (1) position, neither half will be posted provided this would create one (1) full-time position to be posted and filled according to the Collective Agreement.

### I.4 Discontinuation

Should the Facility discontinue job sharing the nurses currently working those arrangements will have the option of reverting to their former status or remaining part-time.

## **ARTICLE J – OCCUPATIONAL HEALTH AND SAFETY**

- J.1 Both the Facility and nurses agree to abide by the Occupational Health and Safety Act.

### J.2 Work-related Injuries and Illness

- (a) It is understood that in spite of precautions, work related injuries and illness may occur. In this event, the Facility shall forward to the President

of the Local Nurses' Association, a copy of the Workplace Safety and Insurance Board's Form 7 (The Facility's Report of Accidental Injury or Industrial Disease) at the time it is sent to the Board. Upon request, the Union shall be given the opportunity of meeting with the Facility to discuss any errors or omissions found on the Form. Agreed upon amendments shall be forwarded to the Board.

- (b) The Facility agrees to fulfill its obligations under the WSIA or WCA, as appropriate and as determined from time to time by the WSIB, with respect to the re-employment of injured workers, and will advise the Labour Relations Officer of the Ontario Nurses' Association when a nurse is ready to return to work under the Modified Work Program and shall provide an outline of her or his restrictions while under the Program.
- (c) If the WSIB changes its reporting rules or requirements, the Facility and the Union will meet to discuss appropriate changes to related procedures and policies.

### J.3 Sick Leave and Modified Work

- (a) The Facility's Occupational Health and Safety Department will notify the Occupational Health and Safety representative of the Local Nurses' Association of the name of a nurse who has been absent from work due to non-compensable illness or injury for thirty (30) days.
- (b) The Facility's Occupational Health and Safety Department will provide to the Union a copy of all modified work programs as they are developed, extended or revised regarding nurses.
- (c) When it has been medically determined that a nurse is unable to return to the full duties of her or his position due to a disability, the Facility will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the nurse's return to suitable work.
- (d) A nurse may choose to have Union representation at any meeting relating to the nurse's return to work from illness or injury.

### J.4 Violence in the Workplace

The parties recognize that nurses may be exposed to unwanted behavior from others in the workplace and that such behavior may result in injury and/or emotional distress to a nurse.

The Facility will continue in the development of explicit policies and procedures to deal with such situations and shall submit such policies to the Joint Occupational Health and Safety Committee, or any other such Joint Union/Management Committee charged with the mandate of dealing with the subject, for review.

The committee will also review any document provided by ONA regarding violence in the workplace and make recommendations as relevant to the Facility.

- (a) The Facility will notify the Union in writing within three (3) days of confirmation of a reported incident of violence or assault against a nurse while performing her or his work. With the nurse's consent, this notice will include the name of the nurse.
- (b) The Facility will advise the nurse of her or his right to involve the police where appropriate.
- (c) The Facility will advise the nurse of her or his right to involve the Union in a meeting to discuss the incident.

#### J.5 Early and Safe Return to Work

- i) The facility will notify the bargaining Unit President or Vice President of the local Nurse's Association of the names of all nurses who go off work due to a work related injury, or when a nurse goes on LTD, WSIB, modified work, or on an extended illness.
- ii) When it has been medically determined that a nurse is unable to return to the full duties of her/his position due to a disability, the Facility will notify the Return to Work Committee (RWC), which will consist of the Employee Relations Manager or designate, the local President or designate, the Occupational Health Manager or designate and the direct Manager of the unit or area, and the injured or disabled nurse, to discuss the circumstances surrounding the nurses' safe return to suitable work.
- iii) If the bargaining union president, or designate attends the return to work meeting on her/his time off, she /he will receive pay at straight time or time off in lieu, where possible for the hours she/he spent in the early return to work meetings.
- iv) The Occupational Health Unit will monitor the status of the accommodated nurse and the status of nurses awaiting accommodation.
- v) When the parties agree to a permanent accommodation, due to disability 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.

#### J.6 Musculoskeletal Injury Prevention and Control

- i) The facility in consultation with the Joint Occupational Health and Safety Committee (JOHSC) and the Occupational Health and Safety Manager or designate shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices, equipment and training for the health and safety of nurses.
- ii) At least once every three (3) years the musculoskeletal injury prevention and control measures, procedures, practices, equipment and training shall be reviewed and revised in light of current knowledge and practice.
- iii) The review and revision shall be done more frequently if the employer, on the advice of the JOHSC, determines that such review and revision is

necessary; or there is a change in circumstances that may affect the health and safety of a nurse.

- iv) The facility will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees on a periodic basis as necessary.
- v) The employer will conduct initial and on-going risk assessments to determine musculoskeletal prevention and control measures, procedures, practices, equipment and training.
- vi) The JOHSC will review compliance with musculoskeletal prevention and control measures, procedures, practices, equipment and training during their physical inspection of the workplace.
- vii) The JOHSC will inspect an area that has frequent repetitive strain injuries as frequently as recommended by the JOHSC, to review compliance with musculoskeletal prevention and control measures, procedures, practices, equipment and training.

#### **ARTICLE K – BENEFITS**

K.1 Any full-time bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in Article 17.01 (h) will provide advance payment of the benefits through a pre-authorized deduction or withdrawal process as stipulated by the Facility.

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

The Employer will notify the Union and the retired nurses of any changes to the premium costs to retired nurses.

K.2 The Employer agrees to provide part-time nurses with the option of voluntary participation in the employer's Medical and Dental programs (excluding Short Term Disability, Long Term Disability, Life Insurance, Accidental Death and Dismemberment, etc.). It is understood and agreed that the part-time nurses who participate will assume the full cost of the monthly premiums.

Any part time nurse who wishes to participate will provide payment of the benefits through a pre-authorized payroll deduction process.

The Employer will notify the Union of the benefit costs to part time nurses at the time of the benefits carrier's annual renewal.

DATED AT TORONTO, Ontario, this 30 day of April 2009.

FOR THE EMPLOYER

Jim Edwards

Nancy Brown

James Fox

A

FOR THE UNION

Harry Reynolds  
Labour Relations Officer

Ymaraf

Alip

by me  
J

**APPENDIX "3"****SALARY SCHEDULES**Classification - Registered Nurse

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <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