

COLLECTIVE AGREEMENT

LOCAL ISSUES

Between:

**ONTARIO NURSES' ASSOCIATION
(Hereinafter called the "Union")**

And:

**RUNNYMEDE HEALTHCARE CENTRE
(Hereinafter called the "Hospital")**

EXPIRY: MARCH 31, 2014

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APPENDIX 3 - SALARY SCHEDULE

Classification - Registered Nurse

The salary rates in effect during the term of the Agreement shall be those set forth in Appendix 3 attached to and forming part of this Agreement. The regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Nurses at hospitals shall be as follows:

Classification – Registered Nurse

	<u>Effective April 1, 2011</u>	<u>Effective April 1, 2013</u>
Start	29.36	30.17
1 Year	29.79	30.61
2 Years	30.29	31.12
3 Years	31.78	32.65
4 Years	33.28	34.20
5 Years	35.15	36.12
6 Years	37.04	38.06
7 Years	38.94	40.01
8 Years	41.70	42.85
25 Years	42.44	43.61

Classification – Graduate Nurse

	<u>Effective April 1, 2011</u>	<u>Effective April 1, 2013</u>
Start	26.23	26.95
1 Year	26.63	27.36

APPENDIX 4 - SUPERIOR CONDITIONS

The parties recognize that no superior benefits, rights, privileges, practices, terms or conditions of employment flow from the central agreement.

APPENDIX 5

ARTICLE A – RECOGNITION AND DEFINITIONS

- A.1 The Hospital recognizes that in accordance with the “Certificate” issued by the Ontario Labour Relations Board and dated at Toronto on the 28th day of April, 2000, the Ontario Nurses’ Association is the exclusive bargaining agent of all registered and graduate nurses employed at the Runnymede Healthcare Centre in the City of Toronto employed in a nursing capacity, save and except nurse managers and persons above the rank of nurse manager.
- A.2 The term “supervisor” or “immediate supervisor” when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.
- A.3 The term “employee” and “nurse” when used in this local issue’s appendix shall mean the registered and graduate nurses included in the above-described bargaining unit.

ARTICLE B – MANAGEMENT RIGHTS

- B.1 The Union acknowledges that it is the exclusive function of the Hospital to
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees, provided that a claim by an employee that she/he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) establish and enforce reasonable rules and regulations to be observed by employees which are not inconsistent with the provisions of this Agreement;
 - (d) generally to manage and operate the Hospital in all respects in accordance with its obligation and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation, number and scheduling of employees as required from time to time, the standards of performance for all employees and all other matters concerning the Hospital’s operations.
- B.2 These rights will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE C – UNION SECURITY

- C.1 The interview period, as provided for in Article 5.06 will be scheduled during the employee's orientation period or at a mutually agreed time during the probationary period.

The Hospital will provide the Union with the list of new hires within the bargaining unit scheduled for orientation when the list is available.

ARTICLE D – COMMITTEES AND REPRESENTATIVES

- D.1 It is understood that the number of employees as Nurse Representatives or committee members shall not exceed the following:
- (a) Union Representatives – up to three (3) employees.
 - (b) Negotiating Committee – up to three (3) employees; includes one (1) part-time employee.
 - (c) Grievance Committee – up to two (2) employees.
 - (d) Hospital-Union Committee – up to two (2) employees.
 - (e) Occupational Health & Safety Committee – one (1) employee. The Union can appoint an alternate for the purpose of attending committee meetings.

ARTICLE E – SENIORITY

- E.1 A copy of the seniority list as provided for in Article 10.02 shall be provided in January and July of each year.

ARTICLE F – LEAVE FOR UNION BUSINESS

- F.1 As provided for in Article 11.02 the cumulative total leave of absence for all employees shall be fifty (50) days during the calendar year subject to the following conditions:
- i) the Union will give the Hospital as long a period of notice as possible and a minimum of three (3) weeks' notice, whenever possible;
 - ii) not more than three (3) employees shall be absent on such leave at the same time, and not more than one (1) shall be absent on such leave at the same time on each unit;
 - iii) the granting of leave shall be subject to the staffing requirements of the Hospital.

- F.2 The Bargaining Unit President will be paid at her/his regular straight time hourly rate for time spent in meetings arranged or requested by the Hospital which occur outside her/his scheduled hours of work. Such hours will be invisible for purposes of determining premium payments (i.e. these hours will not attract premium payment and will not be counted for purposes of determining eligibility for premium payment on other hours worked).

ARTICLE G – HOURS OF WORK

- G.1 Scheduling – (Full-time and Regular Part-time unless indicated otherwise)

The Hospital will, in the formulation of working schedules, be guided by the following objectives:

- (a) Shift schedules will be posted two (2) weeks in advance and cover at least a six (6) week period. Nurses will be on a master schedule provided the Hospital is able to accommodate such scheduling.
- (b) No split tours will be scheduled.
- (c) A nurse may exchange her scheduled tours of duty with another nurse provided the request is in writing and co-signed by the nurse willing to make the exchange. It is understood that such request is subject to approval by the Hospital and shall not result in overtime or premium payment by the Hospital. Approval or denial of the request will be provided by the immediate supervisor in a timely manner.
- (d) A nurse is entitled to every other weekend off.

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

- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- ii) such nurse has requested weekend work; or
- iii) such weekend is worked as the result of an exchange of tours with another nurse.

For the purpose of this section a weekend shall be defined as a period of fifty-six (56) consecutive hours off during the period following the Friday day tours to the commencement of the Monday day tour.

- (e) At least sixteen (16) hours shall be scheduled off between shift changes unless otherwise mutually agreed.

- (f) Full-time employees will have at least forty-eight (48) hours time off following the night shift when changing schedules to either the day shift or the evening shift unless mutually agreed otherwise.

This provision will apply to regular part time employees who work four (4) or more consecutive night tours.

- (g) A full-time employee will not be required to change shifts more than once during a workweek unless mutually agreed otherwise.
- (h) An employee will be scheduled off work for not less than five (5) consecutive days over either Christmas or New Year's unless mutually agreed otherwise. Days off at Christmas will include Christmas Eve day, Christmas day and Boxing Day. Days off at New Year's will include New Year's Eve day and New Year's day. The schedule will be posted six (6) weeks in advance of the holiday.

The scheduling provisions in Article G.1 will be waived between December 15 and January 15 to provide for Christmas and New Year's scheduling.

- (i) A nurse will not normally be scheduled to work more than five (5) consecutive days, unless the nurse requests otherwise.

Commitment of Regular Part-time Nurses

- (j) A regular part-time employee's commitment to be available as required by the Hospital will include:
 - i) available to work up to a maximum of six (6) tours in a two (2) week period;
 - ii) available to work every other weekend, if required;
 - iii) available to work two (2) shifts (days and evenings or days and nights). Individual shift preferences will be considered for nurses wishing to work all three (3) shifts.
 - iv) available to work as scheduled at either Christmas or New Year's subject to time off under G.1 (h).

The Hospital agrees to schedule regular part-time employees according to their commitment on the posted schedule on that unit.

Where extra tours become available, they will first be offered on the basis of seniority to regular part-time employees provided that no nurse will exceed her/his commitment as a result of being offered such extra tours where there are regular part-time employees who have not been offered their commitment of shifts.

Where regular part-time nurses on the unit have been given the opportunity to work up to their commitment, (up to 6 shifts in a two (2) week period) the Hospital 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:

- i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital.
- ii) A tour will be deemed to be offered whenever a call is placed;
- iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
- iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made.

Where no regular part-time nurse is willing to perform the available work, the tour will be offered to casual part-time nurses on the basis of seniority who have submitted their availability.

- (k) A nurse may request specific shifts (evening or nights) on a permanent basis, in writing to the Hospital. A nurse will be granted such request when possible without causing disruption to the unit staff schedule or patient care requirements. The Hospital may schedule a nurse at a mutually agreeable time to work no more than two weeks of day tours for performance review, education and evaluation.
- (l) Lieu Time

In accordance with Article 14.09 of the Central Document, where a full-time nurse chooses equivalent time off, such time off must be taken at a mutually agreeable time within ninety (90) days of the worked overtime or the lieu time will be paid out to the nurse.
- (m) For full-time nurses who rotate shifts, the Hospital will endeavour to schedule at least fifty percent (50%) of the tours on days except where the nurse agrees to work a greater percentage of evening or night shifts.

ARTICLE H – PAID HOLIDAYS

H.1 The designation of paid holidays under Article 15.01 is as follows:

New Year's Day/January 1	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day/November 11
Victoria Day	Christmas Day/December 25
Canada Day/July 1	Boxing Day/December 26

H.2 Where a full-time employee is entitled to a lieu day under Article 15.04 or 15.05, such day off must be taken within ninety (90) days after the holiday, except for holidays scheduled under G.1 (h), or payment shall be made in accordance with Article 15.03.

H.3 When an employee is scheduled to work on a weekend to which a paid holiday is attached, the employee will be scheduled to work the paid holiday, if required.

When an employee is scheduled off work on a weekend to which a paid holiday is attached, the employee will be scheduled off on the holiday, if possible.

ARTICLE I – VACATIONS

I.1 The date for determining vacation entitlement for full-time employees shall be the employee’s anniversary date.

I.2 Vacations shall be scheduled as follows:

(a) Vacation lists for the period June 15 to September 15 will be posted by February 28 of each year. Employees will submit their request by March 31. In the event of conflict, seniority shall govern. The vacation schedule will be posted by April 30.

(b) Subject to the foregoing, vacation requests received after March 31 and for other periods will be considered on a first come, first served basis.

(c) The Hospital will grant vacation requests subject to the staffing requirements of the Hospital. The Hospital shall decide how many nurses will be on vacation at any one time.

(d) No vacation time may be taken prior to completion of six (6) months continuous service with the Hospital.

(e) All regular part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees, of their gross earnings in the preceding year. If an an employee works or receives paid leave for less than 1100 hours in the vacation year she or he will receive vacation pay based on percentage of her or his gross salary for work performed on the following basis:

2 week entitlement	- 4%
3 week entitlement	- 6%
4 week entitlement	- 8%
5 week entitlement	- 10%
6 week entitlement	- 12%
7 week entitlement	- 14%

- I.3 An employee may carry over up to one (1) week of unused vacation to the next vacation year to be taken by March 31. In special circumstances, an employee may request to carry-over an additional one (1) week of vacation to the next vacation year to be taken by March 31. Such requests shall be considered on an individual basis and shall not be unreasonably denied.

ARTICLE J – BULLETIN BOARDS

- J.1 The Hospital agrees to supply a bulletin board for the purpose of posting union notices pertaining to meetings, conventions and other union business. Before notices are posted they shall bear the signature of the authorized officer of the Union and the signature or initials of an authorized representative of the Hospital.

ARTICLE K – PRE-PAID LEAVE PLAN

- K.1 One (1) employee may be absent on pre-paid leave at any one time.

ARTICLE L – MODIFIED WORK

- L.1
- (a) The Hospital will notify the Local President of the names of all employees who go off work due to work related injury or when an employee goes on LTD.
 - (b) When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
 - (c) The Hospital agrees to provide the employee with a copy of the WSIB Form 7 at the same time as it is sent to the Board.
- L.2 The Hospital and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful and valuable to the Hospital and to meeting the parties' responsibilities under the law.

To that end, the Hospital and the Union agree to cooperate in facilitating the return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants is essential to the success of the process. For the purposes of expediting communication the Hospital and the Union agree that participants will use electronic communication where available.

- (a) An employee may request to have a Union representative present at modified work meetings to act as the Union Return to Work Specialist. The Union Return to Work Specialist will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings on a

day off. Such hours are invisible for the purposes of determining premium.

- (b) The Hospital representative and the Union Return to Work Specialist will develop and recommend strategies for;
 - i) safely integrating accommodated workers back into the workplace
 - ii) educating employees about the legal, personal, organizational aspects of disabled workers to work.

The parties undertake to provide safe employment for both permanently or temporarily disabled nurses based on the following principles and the Hospital's Modified Work Policy:

- (c) A nurse has the right to employment following any injury or illness if the Employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work available.
- (d) A nurse participating in this program on a temporary basis, will be paid their applicable hourly rate in accordance with the Collective Agreement or at the rate of the accommodated job, whichever is higher. A nurse who requires permanent modified work will be paid the usual rate of the position.
- (e) A nurse with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered, if available, alternative suitable work. Every attempt will be made to offer available alternative work that is comparable in nature and salary to the pre-injury/illness employment.
- (f) In order to return a worker with a disability to her/his pre-injury job, appropriate accommodation may include, but is not limited to modifications to the job or work station, reorganization of the work, and/or retraining of the worker in order to perform the essential duties of the pre-injury job or alternative work."

ARTICLE M - OCCUPATIONAL HEALTH AND SAFETY

M.1. Violence in the Workplace

1. 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.

2. 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.
3. 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 a new employee's orientation and updated as required.
4. Notification to the Union

The Hospital will notify the JHSC and Union in writing of all incidents related to violence at the next JHSC meeting. For critical injuries the Hospital will notify the JHSC and the Union immediately and in writing within forty-eight (48) hours. Such notices will contain all of the information as per prescribed in Section 5 of the Health Care Regulation.
5. The Hospital will consider reimbursement for replacement of damages incurred to the employee's personal property, such as eyeglasses, contact lenses or other prosthesis, ripped uniforms, personal clothing, as a result of being assaulted while performing his/her work.

The employee will endeavour to present her or his claim to the Hospital within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

M.2. Musculoskeletal Injury Prevention and Control

1. The Hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.
2. At least once a year the musculoskeletal prevention and control measures, procedures, practices and training shall be reviewed and revised in the light of current knowledge and practice.
3. The review and revision shall be done more frequently than annually if,
 - (a) the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
 - (b) there is a change in circumstances that may affect the health and safety of an employee.

4. The Hospital will provide training on musculoskeletal prevention and control measures, procedures and practices and equipment to all employees during a new employee's orientation and thereafter as required.

M.3. Needle Stick and Sharps Injuries

1. 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 N – SHIFT PREMIUM

N.1 For the purpose of Article 14.10:

the evening shift is defined as 1500 hours to 2300 hours; and

the night shift is defined as 2300 hours to 0700 hours.

ARTICLE O – WEEKEND PREMIUM

O.1 For the purpose of Article 14.15, a weekend premium shall be paid for each hour worked between 2300 hours Friday and 2300 hours Sunday.

ARTICLE P – JOB SHARING

P.1 If the Hospital agrees to a job-sharing arrangement pursuant to Article 20 of the Hospital Central agreement, the following conditions shall apply unless otherwise agreed to by the parties:

1. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
2. Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between two (2) nurses and the Head Nurse of the Unit.
3. The above schedules shall conform with the scheduling provisions of the full-time Collective Agreement.
4. Each job sharer may exchange shifts with his or her partner, as well as with other nurses as provided by the Collective Agreement.

5. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

6. Coverage

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

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

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be

negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

7. Implementation

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.

8. Any incumbent full-time nurse wishing to share his or her position may do so without having his or her half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

9. If one of the job sharers leaves the arrangement, his or her position shall be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which he or she is qualified. If he or she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

10. Discontinuation

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

Where the original job-sharing arrangement was established by the sharing of a full-time incumbent's position and the full-time incumbent is still in the job sharing arrangement, this nurse will revert to full-time and continue in the full-time position. The remaining nurse will revert to a part-time position for which he/she is qualified.

If one of the job sharers leaves the arrangement and the job-sharing arrangement is discontinued, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which he/she is qualified. If he/she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

ARTICLE Q – MISCELLANEOUS

Q.1 Notification of Unsuccessful Applicants

Unsuccessful applicants under Articles 10.07 (a) and/or (b) will be notified by letter at least two (2) days prior to the posting of the name(s) of the successful applicant(s).

Q.2 Voluntary Retiree Health and Welfare Benefits (Full-time Nurses)

Nurses participating in the Health and Welfare plans as outlined in 17.01(h) must provide the Hospital with post-dated cheques dated the 1st of each and every month for the period of coverage or for the period established by the Hospital. Such payments must be made in advance of the coverage.

Q.3 Pay Errors

When errors in pay of more than one (1) shift are brought to the Hospital's attention and upon request by the registered nurse, the Hospital will endeavour to issue a separate cheque before the next pay period.

DATED AT TOR ONTARIO THIS 27 DAY OF OCT 20 11.

FOR THE HOSPITAL

BESS
[Signature]
Larry Flora

FOR THE UNION

[Signature]
Labour Relations Officer
[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

RUNNYMEDE HEALTHCARE CENTRE
(Hereinafter referred to as "the Hospital")

AND:

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

RE: SCHEDULING

The Hospital will consult with the Union, through the Hospital-Association Committee, before implementing or permanently changing any master schedule(s). If possible, schedules will be developed by mutual consensus.

DATED AT Tor ONTARIO THIS 27th DAY OF Oct 2011.

FOR THE HOSPITAL

FOR THE UNION

Bess

Rodkell
Labour Relations Officer

[Signature]

Lany Floron

[Signature]

[Signature]
