

LOCAL ISSUES

Between:

THE SCARBOROUGH HOSPITAL
(Hereinafter referred to as the “Employer”)

And:

ONTARIO NURSES’ ASSOCIATION
(Hereinafter referred to as the “Union”)
Local 111

Expiry: March 31, 2011

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APPENDIX 1
Superior Conditions

EDUCATIONAL PREMIUM

Educational Premiums as provided for under Article 19.09 are as follows:

The Employer will pay to a nurse the single highest premium among the following educational premiums for which she/he is eligible, provided she/he has presented satisfactory proof of standing in a course recognized by the Employer:

- a) A Post Graduate course in the clinical field in which she/he is employed
\$ 15.00 per month
- b) Bachelors Degree in Nursing \$ 80.00 per month
- c) Masters Degree in Nursing \$120.00 per month

Part time nurses will receive the education premium on a pro rated basis.

Article A – Recognition

- A.1 The Employer recognizes the Union as the bargaining agent of all registered and graduate nurses employed by Scarborough General Hospital at Scarborough, engaged in a nursing capacity, save and except Patient Care Manager/Patient Care Director and persons above the rank of Patient Care Manager/ Patient Care Director.
- A.2 The phrase "Immediate Supervisor" when used throughout this Agreement shall mean the person in authority above the charge nurse.

Article B - Management Rights

- B.1 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff, recall, and suspend and otherwise discipline nurses, provided that if a nurse claims she/he has been discharged, suspended or disciplined without just cause, a grievance may be filed and dealt with in accordance with the grievance procedure;
 - (c) establish, alter and enforce reasonable rules and regulations. The Employer will advise the Union of any change of rules and regulations;
 - (d) determine the kind and location of equipment to be used, the allocation and numbers of nurses required from time to time, the services to be performed, and all other rights and responsibilities of management not specifically modified elsewhere to this Agreement.
- B.2 The Employer will exercise its rights in a manner consistent with the provisions of this Agreement.

Article C - Association Representation

- C.1 Negotiating Committee
There shall be up to seven (7) combined full-time and part-time nurses on the Negotiating Committee.
- C.2 Grievance Committee
There shall be up to seven (7) combined full-time and part-time nurses on the Grievance Committee.
- C.3 Union Representatives
The Hospital recognizes the Union's right to represent its members. There may be a Union Representative recognized as the unit representative for each area where members work.

C.4 Union-Hospital Committee

There shall be up to five (5) combined full-time and part-time representatives of each of the parties on the Union-Hospital Committee.

C.5 Interview of New Hire

The Union interview shall take place during the orientation period for the purpose of interviewing newly hired nurses.

In addition, the Hospital will notify the Union in writing, stating the time of the interview, a list of the nurses attending, including her/his name, status and unit to which each nurse is hired. The time for the Union interview shall be scheduled by the Local Executive and the Hospital at a mutually agreeable time.

C.6 Professional Development Committee

There shall be up to five (5) combined full-time and part-time representatives of each of the parties on the Professional Development Committee.

C.7 Scheduling Committee

There shall be up to 5 combined full and part time representatives of each of the parties on the scheduling committee.

Article D – Seniority Lists

D.1 A copy of the current seniority list as provided for in Article 10.02 will be provided in January and July of each year. A copy will also be issued for posting.

Article E - Union Leave

E.1 Leave of absence will be granted in accordance with 11.02 provided:

(a) The Union will where possible give the Hospital fourteen (14) calendar days notice of requests for union business leave. When it is not possible because of extenuating circumstances the Union will give the Hospital as much notice as possible.

(b) i) The Local Co-ordinator/B.U.P. will be scheduled day shifts, Monday to Friday.

The Hospital agrees to the Local Co-ordinator/B.U.P. to be on a full time union leave with the salary portion split 50% between the Hospital and the Union. The Local Co-ordinator will be available to the Hospital during normal business hours (0900-1700 hours) only. The Hospital will supply the Local Co-ordinator and the V.P. of grievances with a cell phone. The Local Co-ordinator will provide weekly documentation concerning hours spent in business arising from the collective agreement. The Hospital also agrees to cover all mileage expenses (as per The Scarborough Hospital policies).

ii) Union Business Leaves exclusive of the Union Executive will be granted in the following manner:

- in units with less than 20 nurses, one(1) unit representative may be absent;

- in units with 20 - 80 nurses, two (2) unit representatives may be absent;
 - in units with 80 or more nurses three (3) unit representatives may be absent.
- (c) 1. For the purpose of this article, the Hospital agrees that the local Union shall have the right to designate a temporary replacement to cover absences of the Local Co-ordinator/BUP. Subject to number 2, the Hospital agrees to recognize such designated temporary replacement. The designated temporary replacement shall be entitled to all same rights and privileges as the local Co-ordinator/BUP under the collective agreement for the duration of the temporary replacement period including but not limited to the right to a temporary full-time Union leave.
2. Such leave for the designated temporary replacement will be subject to Hospital approval provided that approval shall not be withheld by the Hospital without good and sufficient cause.
3. The local shall reimburse the Hospital for the cost of the salary for the temporary replacement.
4. The Local Co-ordinator/BUP vacation is 100% paid by the Employer.

Article F - Paid Holidays

F.1 (i) The following are paid holidays: (Full-time)

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Nurses Birthday

If the nurse's birthday falls on a statutory holiday then it will be moved to the next scheduled working day. If the nurse is scheduled to work on their birthday they will be paid the premium rate of time and one half their straight time hourly rate and will bank a lieu day.

Where a nurse is entitled to a lieu day, she/he shall receive the lieu day at a mutually agreeable time within thirty (30) days before or sixty (60) days after the holiday.

The following are paid holidays: (Part-time)

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- F.2 The Employer will endeavour to arrange for paid holidays off to be divided equitably among the nurses in the same unit.
- F.3 A tour that begins or ends during the twenty-four (24) hour period of the above holidays, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- F.4 (Full-time)
The Hospital will schedule the lieu day in conjunction with a weekend off, with a view to scheduling equitably three (3) day weekend periods off, unless otherwise requested by the nurse and agreed to by the Hospital.
- F.5 If permitted by law, the parties agree that, for the life of the Collective Agreement, Canada Day as designated in F.1 shall be July 1; Christmas Day as designated in F.1 shall be December 25; and Boxing Day as designated in F.1 shall be December 26. If any other date is designated for any of the above holidays, the date in this letter shall be deemed to be the date of the Holiday, and premium pay will not be forthcoming for any other day.

Article G – Vacations

G.1 Vacation Guidelines.

Vacation guidelines for nurses will be reasonable and separate and apart from other Hospital employees. All nurses shall receive vacation with pay in accordance with Article 16.01 as of the Employer's vacation entitlement determination date in any year.

G.2 Scheduling

- a) The Employer will provide the weekend off prior to the commencement of vacation and at the completion of vacation for one (1) vacation period during the period of July 1st to Labour Day and one additional period. The nurse will indicate at the time of her/his vacation request which vacation she/he wishes to commence with a weekend.
- b) Vacation quotas shall not be unreasonably restrictive. However, the Hospital will endeavour to accommodate the wishes of nurses with respect to their choice of vacation dates, subject to the needs of the Hospital. The Hospital will post by January 15 a vacation sheet in each unit. Each nurse employed in the unit should indicate prior to the last day of February her/his preference for that vacation period, in the event of conflict seniority shall govern. The vacation schedule shall be confirmed by May 1st.

Any remaining time for vacation in prime time, July 1st to Labour Day shall there after be granted on a first come first serve basis. Vacation requests for the period mid-December to mid-January will be considered on an individual basis, subject to staffing requirements and providing it does not interfere with time off of other nurses over Christmas and New Year's.

- c) If requested, the Employer will grant the maximum of 2 weeks of vacation (seventy-five (75) hours or the equivalent of two (2) weeks worked) during July

1st – Labour Day to nurses with four (4) or less weeks annual vacation entitlement.

Nurses with five (5) weeks or more annual vacation entitlement will be allowed to request 50% or their entitlement during the time period July 1st – Labour Day.

- d) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report to work following vacation.
- e) Nurses, within the unit, in which they work, shall be given preference with respect to their request for vacation periods in accordance with seniority.
- f) Nurses may take their vacation entitlement during the calendar year. A Nurse may have a maximum vacation accumulation of up to five (5) days in excess of their annual entitlement unless pre-approved for more time by the Manager.
- g) Notwithstanding bargaining-unit seniority, nurses who transfer to another unit between April 15th and August 31st will be granted vacation time, which is compatible to staffing needs of the unit and the vacation schedule already established.

G.3 Vacation Requests During Prime Time:

Summer prime time vacation requests made on or before the end of February will be responded to verbally before April 1st. The Hospital agrees to post the summer schedule (to cover the period June 1st to Labour Day weekend) by May 1st.

Article H – General

H.1 Bulletin Board

The Employer will provide bulletin board space in a mutually acceptable location for the purpose of posting notices regarding meetings and other matters restricted to union matter. There will be a Union board designated on each and every Unit of The Scarborough Hospital. The Union posting boards will be separate to any other usage. Where such bulletin board is locked the Union will be provided with a key.

H.2 Payment of Wages

Payment of wages will be made every other week and cover time worked in the two weeks ending on the last shift of the immediately preceding Sunday.

Any regular earnings omitted on a pay cheque of one (1) day's pay or more which is not caused by the nurse's error or omission, shall be paid to the nurse provided the nurse requests a manual cheque no later than the Monday following issuance of pay. A cheque will be issued no later than Thursday of the same week and made available to the nurse on her/his unit. Any requests received after this cut off will be processed in the next scheduled payroll.

H.3 Unpaid Leave of Absence

Nurses may take up to two (2) unpaid Leave of Absence days per year in lieu of vacation days for the purpose of incidental days off.

(Full-time only)

Nurses with accrued vacation hours exceeding the collective agreement entitlement will utilize vacation hours first.

These leave days are to be approved by the P.C.M. or designate subject to I.1 (d).

Article I - Scheduling Regulations

I.1 (a) Weekend Scheduling

A full-time nurse will be scheduled fifty percent (50%) weekends off. A regular part-time nurse must be available to be scheduled to work fifty percent (50%) weekends.

Should a nurse be required to work more than two (2) consecutive weekends, she/he shall be paid in accordance with Article 14.03 for the third weekend and for every successive weekend worked until a weekend is scheduled off, 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 a result of an exchange of shifts with another nurse.

For the purpose of this section, a weekend off is defined as a period of seven (7) consecutive tours of which six (6) tours are between 2330 hours Friday and 2330 hours Sunday inclusive. The Hospital will endeavour to provide eight (8) consecutive tours off (applies to normal daily tour)

The weekend is defined as commencing at the completion of the day tour Friday and concluding not less than sixty-four (64) hours later. The commencement time will vary in the event a Nurse works on a permanent tour (applies to extended tour only).

(b) Shift Changes

At least two (2) consecutive tours shall be scheduled off between shift changes and at least six (6) consecutive tours shall be scheduled off following night duty.

Should a nurse be scheduled off for a shorter period of time, she/he shall be paid in accordance with Article 14.03 for all hours worked that should have been scheduled off. If a shorter period of time is agreed upon by mutual consent, Article 14.03 shall not be applicable.

(c) Posted Schedule

Shift schedules for nurses shall be posted six (6) weeks in advance for a minimum of 6 weeks and a maximum of 14 weeks. Staff will be notified in advance when schedule duration is to be changed.

(d) Request to Change Schedule – Tour Exchange

A request by a nurse for a change of scheduled working hours must be submitted in writing and be co-signed by the nurse willing to make the exchange.

Such exchange must be approved by the Patient Care Manager or Patient Care Director or designate. Casual nurses will not be excluded from this exchange process.

A request for a tour exchange will not be unreasonably denied. The Hospital shall endeavour to respond to such requests within 72 hours.

A request for a giveaway will not be unreasonably denied. The Hospital shall endeavour to respond to such requests within 72 hrs.

(e) Split Tours

There will be no split tours.

(f) Scheduled Days Off (Full-time)

In any two (2) week period, at least two (2) consecutive days off must be scheduled, twice, unless requested otherwise in writing by the nurse

(g) Scheduling Consecutive Days

(Full-time)

- i) Nurses will not be scheduled to work less than two (2) consecutive days unless to accommodate a request made by a nurse in writing and not more than seven (7) consecutive days-

(Part-time)

- ii) Nurses will normally be scheduled to work no more than five (5) consecutive days, and in any event, shall be scheduled to work no more than six (6) consecutive days, without at least two (2) days off thereafter, unless the nurse specifically requests otherwise.

(h) Scheduling Consecutive Days (Holidays)

- i) A nurse will be scheduled off work for not less than five (5) consecutive days at either the Christmas or New Years season, except in areas which are not normally required to work on weekends and holidays. Scheduled consecutive days off work at Christmas will include the December 24th 0730 hours, December 25th, December 26th and December 27th up to 0730 hours.

Scheduled consecutive days off at New Year's will include December 31st 0730 hours, January 1st, January 2nd up to 0730 hours.

It may be necessary to waive the scheduling parameters during this period of time; however, the Hospital will continue to meet as many requirements as possible. The Hospital will provide the Union with the Christmas and New Years season schedule by October 31st of each year.

A nurse will be scheduled to work at either Christmas or New Year's season unless she requests to work both (applies to part-time only).

(ii) Nurses scheduled to work Christmas and a New Years will be scheduled to work the opposite holiday the following year. If a nurse is able to have the same holiday off, this will be granted on the basis of seniority moving down the seniority list each year. The same provisions apply if both holidays are granted off in one year.

(i) Scheduling Requests

Nurses may request that they be scheduled to work either permanent nights or evenings. Requests will not be unreasonably denied. 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.

(j) Shift Changes

A nurse will not be required to change shifts more than once during a work week unless mutually agreeable.

(k) Weekend Scheduling (full/part-time ratios)

The Employer will endeavour to provide fifty percent (50%) of weekends off where the ratio of full-time and part-time staff permits.

(l) Extra Shifts

Full-time nurses will not be scheduled for extra shifts. Part-time (regular or casual) from the same unit who have indicated his/her availability on an availability list, and are willing to work that shift, will be offered the shift. After this availability list is exhausted, shifts will be offered to part-time and casual prior to full-time nurses.

All overtime shifts will be offered by seniority to part-time, casual, full-time and will be equitably distributed in each pay period.

Extra shifts resulting in premium pay will only be offered after all opportunities to pay at regular time have been exhausted.

(m) Reassignment / Floating

The reassignment to other patient areas (floating) will occur in the following manner. An employee will not float during their probationary or orientation period. This will not apply to casual employees if they have not completed their probationary hours in a 6-month period.

Volunteers will be requested first. Employees will float by rotation, according to seniority, in the following manner; casual, regular part time then full time.

The employee will be provided with a meal ticket (\$7.50) when they float to another unit for 4 hours or more.

(n) Scheduling Casual Part-time

Casual part-time nurses may declare on a bi-weekly basis their availability for work on specified shifts over the next two (2) weeks. The Hospital agrees to offer work on these tours to the casual part-time nurses before scheduling agency staff provided this does not result in payment of premium pay.

(o) Standby

- a) The Hospital agrees that stand-by will be distributed on an equitable basis among the qualified nurses, who normally perform the work, except in units where the Union and the Hospital agree to alternative agreements.
- b) A nurse who is called in shall be paid in accordance with Article 14.06, and in addition, shall receive relief and lunch breaks in accordance with Article 13 and 14 of the Collective Agreement.
 - i) A nurse who is called in to work and;
 - ii) works a minimum of four hours, and
 - iii) works to 3:30 a.m. or beyond, and
 - iv) is scheduled to work in the next twenty-four (24) hours will be permitted leave with pay for that part of his/her next shift to allow a minimum of twelve (12) hours between the end of the overtime assignment and the commencement of work on the regularly scheduled shift.
- c) Should the nurse not wish to work any remaining hours in the shift referred to in clause 1 (b), she shall be granted time off without pay, or she may choose to use lieu time for those remaining hours.
- d) A nurse will notify the Charge nurse or the Manager that he or she wishes to be relieved after sixteen (16) hours of work; the Hospital shall relieve that nurse from duty. Premium pay as per Article 14.03 will apply if the nurse is not relieved.
- e) A nurse who is called in shall be paid in accordance with paragraph 1, and who is on his or her day off, may request, and be granted another day off at a mutually agreeable time between the nurse and her immediate supervisor.
- f) The Hospital will provide parking in close proximity to the Hospital:

Grace Division	– North Parking lot
General Division	– two spaces reserved in the emergency lot.
- g) A nurse assigned to standby shall not be assigned to take call for more than five (5) consecutive days, except where the Union and the Hospital agree to increased days to meet the needs of the unit.
- h) Standby assignments shall be posted at the same time as schedules are posted. Once the schedule is posted, nurses would not be scheduled for additional standby unless mutually agreed. Nurses shall be permitted to exchange their standby assignments.
- i) With the exception of units where weekend works in not required, a nurse will not be scheduled for standby on a scheduled day off or weekend off, unless mutually agreed to by the nurse and the Employer.

- j) Nurses required to be on standby shall be provided with long range pagers. The nurse shall be responsible for informing the Employer of any device malfunctions or repair concerns.

(p) Banked Lieu Time

Where an employee has worked an accumulated approved hours for which he/she is entitled to be paid premium pay (other than hours related to working on paid holidays) such employee shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e. where the applicable rate is time and one half, then time off shall be at time and one half.) Such time off shall not accumulate in excess of 75 hours in a fiscal year and must be taken within 60 calendar days of accrual or be paid out at the rate of which the time was earned and at mutually agreeable time within the current fiscal year. Such time off to be scheduled at a mutually agreeable time and is inclusive of weekends.

I.2 Commitment for Regular Part-time Nurses

- (a) All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority.
- (b) A declared commitment is not a guarantee of hours.
- (c) The Hospital will distribute extra shifts amongst regular part-time nurses with in each unit on the basis of seniority for those who have submitted their availability four weeks in advance of the schedule. The remaining extra available shifts will be offered to casual part-time nurses on the basis of seniority, who have indicated their availability four weeks in advance of the posted schedule.
 - (i) A tour will be deemed to be offered whenever a call is placed.
 - (ii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay; 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 does not result in overtime premium pay;
 - (iii) 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;
 - (iv) 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 Hospital practice.
 - (v) A written request for a change to commitment will not be unreasonably denied.

- (vi) The Hospital will make available a commitment form to each part-time nurse in January of each year to establish their commitment of hours to the Hospital. The nurse will return the signed commitment form by March 1st of each year to the Patient Care Manager. If a nurse fails to return the signed form by March 1st of each year, their commitment will remain unchanged from the previous year.

I.3 (1) Master Schedules

- i) Where possible, master schedules will be created for full-time nurses.
- ii) Where master schedules are introduced to a unit, full-time nurses may indicate their preference by seniority for a master line.
- iii) The Hospital will assign full-time nurses to a master by seniority line taking into consideration, skill mix, experience and skill distribution.
- iv) Notice to change the master schedule will be provided in writing 30 days in advance.

(2) Tours Less than 7.5 Hours

Where a part-time employee(s) is scheduled to work less than a normal tour (7.5 hours), Article I.1 in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum, depending on the Unit needs.
- (b) Where a part-time nurse(s) is scheduled to work less than a normal tour (7.5 hours), Article I in its entirety applies except as amended by the following:
 - i) Nurses working shifts of less than 7.5 hours shall be granted a paid rest period.
 - ii) No part-time nurse will be scheduled solely on tours, which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the nurse.
 - iii) There shall be no scheduled tours less than four (4) hours.
 - iv) There shall be an equitable distribution of such tours among the part-time nurses expressing availability on the Unit.
 - v) Premium payment as per Article 14 of the Central Collective Agreement applies to all hours worked beyond the booked shift.

I.4 Job Sharing

The Employer and Union agree to a job sharing arrangement.

- (1) Job sharing request with regard to full-time positions shall be considered on an individual basis.
- (2) The division of hours or the schedule shall be determined by mutual agreement between the two (2) nurses and the Manager of Nursing Practice of the Unit. Job sharers shall not be pre-scheduled to work any tours outside of the tours of the full-time position.
- (3) The above schedule shall conform with the scheduling provisions of the full-time Collective Agreement.
- (4) Each job sharer may exchange shifts with her/his 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) For incidental illness and vacation the job share partners will first make every effort to replace each other. If, because of unavoidable circumstances one cannot cover the other the P.C.M. or designate must be notified to arrange for coverage.
 - (b) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the central full-time and part-time agreements:

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
- (7) All other provisions covering job sharing are contained in the central part-time agreement.
- (8) Implementation

A job sharing arrangement will arise out of the filling of a vacant full-time position only when the Employer is unable to fill the full-time position on that basis. It will then be posted as a job sharing position and selection will be based on the criteria set out in the Collective Agreement.
- (9) An incumbent full-time nurse wishing to share her/his position may do so without having her/his 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. Other job sharing arrangements will be considered on an individual basis, after the six (6) month trial period.
- (10) If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the remaining employee will

revert to her/his former status. If the remaining employee was previously full-time, the shared position will become her/his or his position. If the remaining employee was previously part-time and there is no part-time position available on the same unit, she/he shall exercise her/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.

(11) Discontinuation

The job sharing arrangement may be discontinued with ninety (90) days notice. Upon receipt of such notice, a meeting will 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. Each job sharing arrangement will be reviewed annually by the incumbents and the Manager of Nursing Practice.

I.5 Self-Scheduling Guidelines

Self-scheduling is viewed by the Employer as scheduling by nurses in order to promote more flexible schedules that meet the needs of the nurses and patient care needs of the unit. Self-scheduling shall not result in additional cost to the Employer or violate any provisions of the Collective Agreement.

Introduction:

Self Scheduling may be introduced in areas in the Hospital for a six (6) month trial period where, by secret ballot conducted by the Hospital - Union Committee, seventy-five percent (75%) of the nurses in any unit indicate willingness to work within the Self Scheduling Guidelines set out in the collective agreement. Prior to voting for a six (6) month trial period, the Self Scheduling Guidelines shall be posted for four (4) weeks prior to voting. Following the six (6) month trial period, a secret ballot will be conducted by the Hospital Union Committee and where seventy-five percent (75%) of the nurses affected by the Self Scheduling arrangement indicate a desire to continue with Self Scheduling, Self Scheduling may be adopted on a permanent basis.

Notice Period for Discontinuation:

1. Either party may, upon twelve (12) weeks' notice, terminate the agreement with respect to adverse patient care and failure to make a workable schedule.
2. Self Scheduling shall be discontinued on any unit where seventy-five (75%) percent of the nurses effected by the Self Scheduling arrangement so indicate by secret ballot, conducted by the Hospital- Union Committee.
3. Self Scheduling will occur for twelve (12) months of the year.
4. Scheduling will be as per the Collective Agreement.
5. D/E and D/N shifts must be split 50% unless there is a prior agreement to work permanent shifts, such as evenings or nights.

6. Staff must work weekends in accordance with the collective agreement.
7. No splitting of weekends, e.g. Saturday and Sunday always same shift.
8. Staff will be divided into groups (number of groups depends on the total staff).
9. Each group will be assigned a captain, who will be responsible for assisting with scheduling and availability.
10. Group members will be supplied with their captain's name and phone number.
11. Each group will rotate into position where they will have first choice in choosing to work available shifts.
12. Each group will have up to 7 days to schedule their shifts, beginning with the first choice group, or they will lose the opportunity and must wait until the other groups have made their choices.
13. The seven (7) day time sign-up period for the leftover shifts will be implemented immediately following the last groups to schedule. At this second sign time the groups will rotate by seniority. Part-time group members will be notified of the shifts per person they can sign for.

Please note the two scheduling sheets. The first one is for booked shifts. This must be filled in pencil initially, at completion in ink. You are required to indicate your availability (by writing AV) for the left over shifts at the time of signing up. Clearly indicate those shifts you will not be available for (by writing an X).

Any leftover shifts will be assigned by the scheduling committee and based on availability, seniority and staffing needs.

In the event that a group member will not be available at sign-up time, it is their responsibility to speak to a group captain, to fill in scheduling requests by proxy. Scheduling out of turn will not be accepted.

Resolution of conflicts will be made by committee members/Patient Care Manager (P.C.M.) the P.C.M. will speak to staff not following the self-scheduling guidelines.

The P.C.M. may implement necessary changes in schedule to meet the requirements of the collective agreement, correct scheduling violations, and meet the staffing needs of the unit.

The P.C.M. will approve the finalized schedule. Changes to the posted schedule will require completion of a change of shift agreement form and approval of the P.C.M. or designate.

I.6 Ten (10) Hour Tours

The parties agree that all the terms of the Collective Agreement as outlined in the Central Document and Local Provisions shall apply, save and except those provisions modified by this article.

(1) Hours of Work

- a) For employees working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four hour (24) period, exclusive of a total of thirty-seven and one-half (37½) minutes unpaid meal time.
- b) Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37½) minutes.

For the purposes of payment as referred to in Article 13.01 (d), the meal period on the night tour shall be scheduled during the first five hours of the tour.

(2) Shift Premium

Employees working ten (10) hour tours shall be paid shift premium for all hours worked between 1530 and 0730 hours.

(3) Overtime (Article 14)

For employees working ten (10) hour tours, overtime shall be paid at the rate of time and one-half (1½) the employee's regular straight time hourly rate for all work performed in excess of 9.375 paid hours in a twenty-four hour period, it being understood that at the change of tour, there will normally be additional time required for reporting, which shall be considered as part of the normal daily tour, for a period of fifteen minutes duration. Should the reporting time extend beyond fifteen minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 14.

(4) Paid Holidays

An employee working the ten (10) hour tour shall be paid as per Article 15, noting that the employee working ten (10) hours shall receive twelve (12) days off to consist of seven and one-half (7.5) hours each (applies to full-time only).

(5) Vacations

Vacation entitlement for employees working ten (10) hour tours shall be converted as follows:

Current Week Entitlement	Working Days Off	Equivalent Paid Hours
3	12	112.5
4	16	150.0
5	20	187.5
6	24	225.0

(Equivalent paid hours applies to full-time only).

(6) Scheduling Objectives

The following scheduling objectives contained in the Collective Agreement shall apply to all employees working ten (10) hour tours as follows:

1. Employees shall not normally be scheduled to work more than four (4) consecutive 9.375 hour tours. If an employee works five (5) consecutive tours, she or he shall receive a minimum of two (2) days off.
2. At least 14 hours time off will be scheduled between tours.
3. The weekend is defined as commencing at the completion of the day tour Friday and concluding not less than sixty-two (62) hours later. The commencement time will vary in the event an employee works on a permanent tour.

(7) Bereavement Leave

For the employees on ten (10) hour tours, reference to days under this Article shall mean a day(s) comprised of 9.375 paid hours.

(8) Sick Leave and Long Term Disability (Full-time)

Sick leave as provided for in Article 12 shall be as follows: 60 days 9.375 hours = 562.5 hours.

In accordance with the HOODIP Plan, short term coverage will be sixty (60) ten (10) hour tours. Sick time utilization shall be based on the number of hours absent according to the work schedule.

(9) Leaves of Absence

All other leaves of absence are covered in Article 11.

Article J - Extended Tours

J.1 Extended tours may be introduced in areas in the Hospital for a six (6) month trial period where, by secret ballot conducted by the Hospital - Union committee, seventy-five percent (75%) of the nurses in any unit indicate willingness to work within an extended tour schedule. Prior to voting for a six (6) month trial period, the proposed schedule shall be posted for four (4) weeks prior to voting. Following the six (6) month trial period, a secret ballot will be conducted by the Hospital - Union Committee and where seventy-five percent (75%) of the nurses effected by the extended tour arrangement indicate a desire to continue the extended tours, an extended tour work week may be adopted on a permanent basis. Nurses on the unit working 7.5 hour tours who, prior to the initial vote being taken, indicate a desire to continue working 7.5 hour tours, shall be accommodated within the extended tour schedule.

J.2 Scheduling

The following scheduling provisions shall apply to all nurses working the extended tour:

- (a) Not more than (3) consecutive extended tours shall be scheduled.
- (b) At least eleven and a quarter (11.25) hours time off will be scheduled between shifts.
- (c) The Employer will not schedule split shifts.
- (d) Shift schedules for nurses shall be posted six (6) weeks in advance for a minimum of six (6) weeks and a maximum of fourteen (14) weeks. Staff will be notified in advance when schedule duration is to be changed.
- (e) A request by a nurse for change of scheduled working hours must be submitted in writing and be co-signed by the nurse willing to make the exchange and be approved by the Patient Care Manager or Patient Care Director or designate. Casual part-time nurses will not be excluded from this exchange process.
- (f) The Employer will schedule fifty (50%) percent of weekends as weekends off.
- (g) Schedules will reflect a fifty (50%) percent distribution of shift.
- (h) In the event that this agreement fails to properly determine the basis of applying any term of the existing Collective Agreement, the parties agree that nurses working the extended hours' schedule should receive the equivalent benefits to which they would be entitled to had they been scheduled on the basis of the normal 7.5-hour shift.

J.3 Notice Period for Discontinuation

Either party may, upon twelve (12) weeks' notice, terminate the agreement with respect to adverse patient care and failure to make a workable schedule. A longer daily tour shall be discontinued on any unit where seventy-five (75%) percent of the nurses effected by the extended tour arrangement so indicate by secret ballot, conducted by the Hospital- Union Committee.

Article K - Prepaid Leave

- K.1 The number of nurses eligible to participate in the prepaid leave plan in any given year will be no more than fifteen (15) full-time nurses and fifteen (15) part-time nurses and not more than one (1) per unit except in units of more than thirty (30) full-time and part-time nurses combined, in which case there may be no more than two (2).

Article L – Modified Work

L.1 Early and Safe Return to Work

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 for them 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 in this process is essential to the success of the process. The Hospital and the Union agree that all participants will use electronic communication and other communication processes where possible to expedite communication.

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

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

(m) Alternative Placements

- i) Before posting, the Recovery Program Coordinator or designate and Human Resources will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to her home unit in accordance with Article (f).
- ii) If a vacancy is identified as suitable for accommodation purposes, the Recovery Program Coordinator and Human Resources may recommend holding the posting in consultation with the co-chairs to determine:
 - 1. Whether the unit, after considering all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of employees working in the unit, alternative resources, can reasonably accommodate an employee
 - 2. Whether the posting of the position under the collective agreement between the parties may be waived.
 - 3. Whether a position outside the bargaining unit may be an appropriate position for accommodating an employee
- iii) When the parties agree to a permanent accommodation whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.
- iv) In the event the accommodation placement is unsuccessful, the parties will meet to determine next steps.
- v) The parties may agree to a written agreement for temporary accommodations of extended duration.
- vi) The home position of an employee requiring 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 her 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 position 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 her original position, the position may be offered to the incumbent on a permanent basis.
- iii) When a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
- vii) Filling of a disabled employee's home position does not remove the Hospital's duty to accommodate that employee.

L.2 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.

L.3 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

Article M – Violence

M.1 VIOLENCE IN THE WORKPLACE

The parties recognize that the employees may be exposed to unwanted behaviour from others in the workplace, and that such behaviour may result in injury and/or emotional distress to an employee.

The Joint Occupational Health and Safety Committee shall concern itself with these matters and shall make such recommendations as it deems appropriate.

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 forced workplace violence. These policies and procedures shall be communicated to all nurses.
3. The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
4. 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.

5. 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.
6. 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.

Article N – Miscellaneous

N.1 Electronic Mail System

The Local Co-ordinator, Bargaining Unit President and Vice-President - Grievances of the Bargaining Unit will be provided with access to the Hospital Electronic Mail System so that they can send and receive messages related to their Union duties. All nurses will receive training without loss of regular earnings.

N.2 ONA Mailbox

The Hospital will provide the Union with a locking ONA mailbox, which will be used for the receipt of Union correspondence from their members and or the Hospital as required. This shall be located in a mutually satisfactory area.

N.3 Extended Tour Issues (Labour Management Committee)

The Hospital agrees to address with the issues arising concerning scheduling, pay periods, leveling of pay for scheduled week off resulting from extended tour scheduling through the Labour Management Committee.

N.4 Notification to Unsuccessful Candidates

The parties agree that any unsuccessful candidate for an ONA job posting will be notified, by email, within two weeks of the decision being made and prior to the posting of the name of the successful candidate.

N.5 Retiree Benefits – Process for Payment

Any 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 either through post-dated cheques provided for the current fiscal year or through a preauthorized withdrawal process (if available).

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

The Employer will notify the Union each time the benefit costs are renegotiated by the Employer.

ARTICLE O – 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, equipment 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 joint health and safety committee or health and safety representative, 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, practices and equipment to all employees during a new employee's orientation and thereafter as required.

ARTICLE P – NEEDLE STICK AND SHARPS INJURIES

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.

DATED AT TORONTO, ONTARIO THIS 9 DAY OF Feb 2009.

FOR THE EMPLOYER

Wayne Simpson
Executive Director People Support

Gaye Bell

Bonnie Westcott

Ann MacKinnon

Nancy Fletcher

Patricia Osgood

Patricia Ignagni

Corry Esler

Nurallah Rahim

Jacqueline Phan

FOR THE UNION

Karen Todkill
Labour Relations Officer

Susan Brickell, UPAC

Carol Tough

Shirley Procher

Agnes Afix

Peggy Dawson

Dorothy Bisland

LETTER OF UNDERSTANDING

BETWEEN:

SCARBOROUGH GENERAL HOSPITAL
GENERAL & GRACE DIVISIONS
(hereinafter referred to as the "Employer")

AND:

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

RE: SCHEDULING COMMITTEE

The parties agree to the establishment of a scheduling committee comprised of equal Union and management Representatives.

DATED AT TORONTO, ONTARIO THIS 9 DAY OF Feb 2009.

FOR THE EMPLOYER

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

**SCARBOROUGH GENERAL HOSPITAL
(GENERAL & GRACE DIVISIONS)
(Hereinafter referred to as the "Employer")**

AND:


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


RE: OFFICE SPACE


The parties agree to consult and continue to look for appropriate office space for the Local.

DATED AT TORONTO, ONTARIO THIS 9 DAY OF Feb 2009.

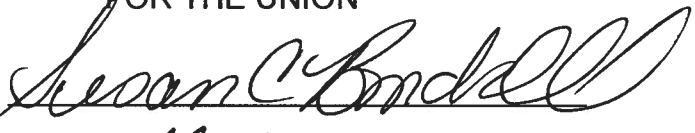
FOR THE EMPLOYER




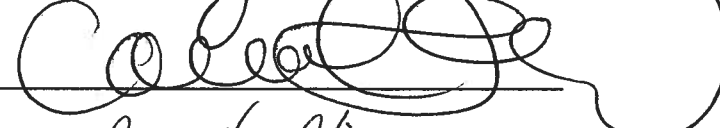


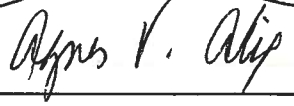


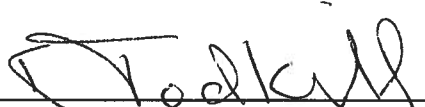
FOR THE UNION











LETTER OF UNDERSTANDING

BETWEEN:

SCARBOROUGH GENERAL HOSPITAL
(GENERAL & GRACE DIVISIONS)
(Hereinafter referred to as the "Employer")

AND:

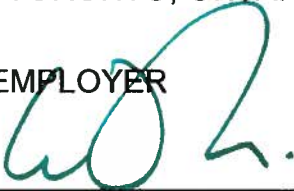
ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as the "Union")

RE: PARKING

Once the construction is complete at the General Campus, the Parties will meet to discuss parking under the provisions of 1)(o)(f) of the Collective Agreement

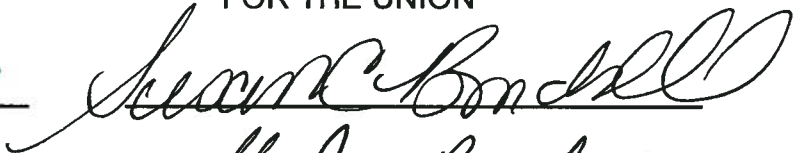
DATED AT TORONTO, ONTARIO THIS 9 DAY OF Feb 2009.

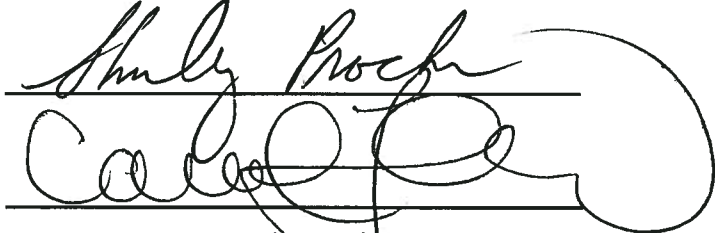
FOR THE EMPLOYER



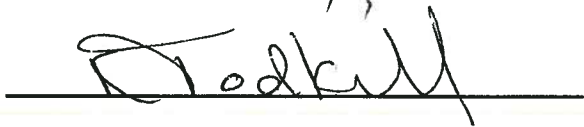

C.A.H.

FOR THE UNION









LETTER OF UNDERSTANDING

BETWEEN:

SCARBOROUGH GENERAL HOSPITAL
(GENERAL & GRACE DIVISIONS)
(Hereinafter referred to as the "Employer")

AND:

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

RE: SCHEDULING IN OR/PACU

The Parties agree to meet outside of the negotiations venue to discuss Innovative Scheduling applicable to OR and PACU.

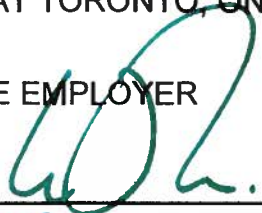
The Parties will meet no later than July 31st, 2008.


Any agreement between the Parties will be recorded in the Appendix of Local Provisions as per Article 13.03 of the Central Agreement.


DATED AT TORONTO, ONTARIO THIS 9 DAY OF Feb 2009.

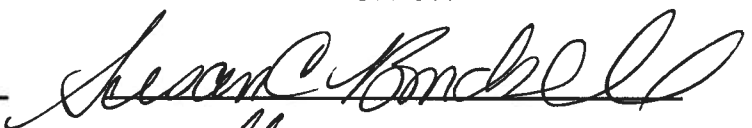
FOR THE EMPLOYER


FOR THE UNION




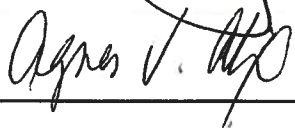


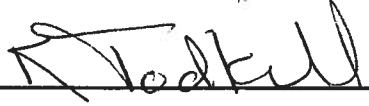












APPENDIX 2
ONA SALARY SCALES

(Note: Wages as per the Hospital Central Collective Agreement)

REGISTERED NURSE / NURSE REVIEWER / RESEARCH NURSE

FULL-TIME		Effective Apr.1/08	Effective Apr.1/09	Effective Apr.1/10
Start	Step 1	27.67	28.50	29.36
1 Year	Step 2	28.08	28.92	29.79
2 Years	Step 3	28.55	29.41	30.29
3 Years	Step 4	29.95	30.85	31.78
4 Years	Step 5	31.37	32.31	33.28
5 Years	Step 6	33.14	34.13	35.15
6 Years	Step 7	34.91	35.96	37.04
7 Years	Step 8	36.71	37.81	38.94
8 Years	Step 9	39.31	40.49	41.70
25 Years	Step 10	40.00	41.20	42.44

PART-TIME

(Includes % in lieu of benefits)

		Effective Apr.1/08		Effective Apr.1/09		Effective Apr.1/10	
		13%	9%	13%	9%	13%	9%
Start	Step 1	31.27	30.16	32.21	31.07	33.18	32.00
1 Year	Step 2	31.73	30.61	32.68	31.52	33.66	32.47
2 Years	Step 3	32.26	31.12	33.23	32.06	34.23	33.02
3 Years	Step 4	33.84	32.65	34.86	33.63	35.91	34.64
4 Years	Step 5	35.45	34.19	36.51	35.22	37.61	36.28
5 Years	Step 6	37.45	36.12	38.57	37.20	39.72	38.31
6 Years	Step 7	39.45	38.05	40.63	39.20	41.86	40.37
7 Years	Step 8	41.48	40.01	42.73	41.21	44.00	42.44
8 Years	Step 9	44.42	42.85	45.75	44.13	47.12	45.45
25 Years	Step 10	45.20	43.60	46.56	44.91	47.96	46.26

RN FIRST ASSIST

		Effective Apr. 1/08	Effective Apr. 1/09	Effective Apr. 1/10
Start	Step 1	31.82	32.78	33.76
1 Year	Step 2	32.30	33.26	34.26
2 Years	Step 3	32.83	33.82	34.83
3 Years	Step 4	34.44	35.48	36.55
4 Years	Step 5	36.08	37.16	38.27
5 Years	Step 6	38.12	39.25	40.42
6 Years	Step 7	40.14	41.35	42.60
7 Years	Step 8	42.21	43.48	44.78
8 Years	Step 9	45.20	46.56	47.96
25 Years	Step 10	46.00	47.38	48.81

* Rate of pay will be at current RN Step, plus an additional 15%.

REGISTERED NURSE PENDING /GRADUATE NURSE				
		Effective Apr. 1/08	Effective Apr. 1/09	Effective Apr. 1/10
Start	Step 1	27.20	28.02	28.86

General Wage Increases:
 April 1, 2008 3.25%
 April 1, 2009 3%
 April 1, 2010 3%