

**COLLECTIVE AGREEMENT**

Between

**ST. JOHN'S REHABILITATION HOSPITAL**  
(Hereinafter referred to as the "Hospital")

And -

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

Expiry: March 31, 2011

**APPENDIX OF LOCAL ISSUES**

**Between**

**ST. JOHN'S REHABILITATION HOSPITAL  
(Hereinafter referred to as the "Hospital")**

**And -**

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

**(Full-Time & Part-Time)**

**Expiry: March 31,2011**

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**APPENDIX 3**  
**SALARY SCHEDULE**

Full-Time & Part-time Salary Schedule

**Classification - Registered Nurse**

	<b>1-Jan-08</b>	<b>1-Apr-08</b>	<b>1-Apr-09</b>	<b>1-Apr-10</b>
Start	26.80	\$27.67	\$28.50	\$29.36
1 Year	27.20	\$28.08	\$28.92	\$29.79
2 Years	27.65	\$28.55	\$29.41	\$30.29
3 Years	29.01	\$29.95	\$30.85	\$31.78
4 Years	30.38	\$31.37	\$32.31	\$33.28
5 Years	32.10	\$33.14	\$34.13	\$35.15
6 Years	33.81	\$34.91	\$35.96	\$37.04
7 Years	35.55	\$36.71	\$37.81	\$38.94
8 Years	38.07	\$39.31	\$40.49	\$41.70
25 Years	38.74	\$40.00	\$41.20	\$42.44

**Classification - Graduate Nurse**

	<b>1-Apr-08</b>	<b>1-Apr-09</b>	<b>1-Apr-10</b>
Start	\$24.52	\$25.26	\$26.02
1 Year	\$25.61	\$26.38	\$27.17
2 Years	\$25.73	\$26.50	\$27.30
3 Years	\$27.10	\$27.91	\$28.75
4 Years			
5 Years			
6 Years			
7 Years			
8 Years			
25 Years			

**Classification Team Co-ordinator**

	<b>1-Apr-08</b>	<b>1-Apr-09</b>	<b>1-Apr-10</b>
Start	\$30.46	\$31.37	\$32.31
1 Year	\$30.80	\$31.72	\$32.67
2 Years	\$31.15	\$32.08	\$33.04
3 Years	\$32.57	\$33.55	\$34.56
4 Years	\$33.97	\$34.99	\$36.04
5 Years	\$35.76	\$36.83	\$37.93
6 Years	\$37.94	\$39.08	\$40.25
7 Years	\$39.32	\$40.50	\$41.72
8 Years	\$41.93	\$43.19	\$44.49
25 Years	\$42.66	\$43.94	\$45.26

**Classification Clinical Nurse Specialist**

	<b>1-Apr-08</b>	<b>1-Apr-09</b>	<b>1-Apr-10</b>
Start	\$43.22	\$44.52	\$45.86
1 Year	\$44.53	\$45.87	\$47.25
2 Years	\$44.83	\$46.17	\$47.56
3 Years	\$47.56	\$48.99	\$50.46
4 Years	\$51.33	\$52.87	\$54.46
5 Years			
6 Years			
7 Years			
9 Years	\$51.45	\$52.99	\$54.58
25 Years	\$52.36	\$53.93	\$55.55

**Classification Infection Control Practitioner**

	<b>1-Apr-08</b>	<b>1-Apr-09</b>	<b>1-Apr-10</b>
Start	\$34.91	\$35.96	\$37.04
1 Year	\$35.84	\$36.92	\$38.03
2 Years	\$36.40	\$37.49	\$38.61
3 Years	\$38.30	\$39.45	\$40.63
4 Years	\$40.28	\$41.49	\$42.73
5 Years	\$42.37	\$43.64	\$44.95
6 Years	\$44.58	\$45.92	\$47.30
7 Years			
8 Years	\$44.70	\$46.04	\$47.42
25 Years	\$45.47	\$46.83	\$48.23

**Classification Infection Control Nurse**

	<b>1-Apr-08</b>	<b>1-Apr-09</b>	<b>1-Apr-10</b>
Start	\$33.04	\$34.03	\$35.05
1 Year	\$33.56	\$34.57	\$35.61
2 Years	\$33.64	\$34.65	\$35.69
3 Years	\$34.89	\$35.94	\$37.02
4 Years	\$36.14	\$37.22	\$38.34
5 Years	\$37.39	\$38.51	\$39.67
6 Years	\$38.63	\$39.79	\$40.98
7 Years	\$40.14	\$41.34	\$42.58
8 Years	\$40.25	\$41.46	\$42.70
25 Years	\$40.96	\$42.19	\$43.46

**Classification Patient Educator Coordinator**

	<b>1-Apr-08</b>	<b>1-Apr-09</b>	<b>1-Apr-10</b>
Start	\$34.27	\$35.30	\$36.36
1 Year	\$35.04	\$36.09	\$37.17
2 Years	\$35.35	\$36.41	\$37.50
3 Years	\$36.88	\$37.99	\$39.13
4 Years	\$38.43	\$39.58	\$40.77
5 Years	\$40.68	\$41.90	\$43.16
6 Years			
7 Years			
8 Years	\$40.78	\$42.00	\$43.26
25 Years	\$41.50	\$42.75	\$44.03

NOTE 1: The above adjustments resolve the issue of Pay Equity maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity maintenance without any specific reference to male comparators. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

**APPENDIX 4**  
**SUPERIOR CONDITIONS**

21.01 Unless existing benefits, rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained herein are specifically retained by this Agreement, they shall be deemed not to continue in effect.

It is, however, hereby confirmed that where such references are made to existing Superior Conditions that they refer to conditions existing prior to October 23, 1991.

21.02 The Association and the Hospital agree to establish a committee consisting of two (2) representatives of the Association and two (2) representatives of the Hospital to review the superior conditions appendices in each of the participating hospitals. The committee will report to their respective negotiating committees prior to the next round.

21.03 For grand-fathered employees only, a regular part-time employee will qualify for holiday pay for the twelve (12) holidays listed in F.I providing:

- (i) she/he has three months service;
- (ii) she/he has earned wages on twelve (12) days during the last twenty-eight (28) days immediately preceding the holiday;
- (iii) She/he has worked her scheduled shift immediately before and following the holiday.

## **ARTICLE A - RECOGNITION**

- A.1 St. John's Rehabilitation Hospital (the "Hospital") recognizes the Ontario Nurses' Association (the "Association" or "Union") as the exclusive bargaining agent of all lay-Registered and all lay-graduate nurses employed by St. John's Rehabilitation Hospital in Metropolitan Toronto save and except: unit managers, persons above the rank of unit manager, supervisor occupational health, the employee educator, and persons regularly employed for not more than twenty-four (24) hours per week.
- A.2 St. John's Rehabilitation Hospital (the "Hospital") recognizes the Ontario Nurses' Association (the "Association" or "Union") as the exclusive bargaining agent of all lay-registered and lay-graduate nurses regularly employed for not more than twenty-four (24) hours per week by St. John's Rehabilitation Hospital in Metropolitan Toronto, save and except: unit manager, supervisor-occupational health, and the nurse educator.

## **ARTICLE B - MANAGEMENT RIGHTS**

- B.1 The management of the Hospital's operations, and the selection and direction of all employees shall continue to be exclusively vested with the Hospital, except where specifically abridged by the terms of the Agreement.
- B.2 Rules and regulations made by management must be reasonable and uniformly administered and not inconsistent with the provisions of the Agreement.
- B.3 A claim of discharge, suspension or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided.

## **ARTICLE C - UNION COMMITTEES AND REPRESENTATIVES**

The employees are representative of a total of both the full-time and part-time bargaining units.

### **C.1 Union Representatives**

There shall be up to six (6) Union Representatives.

### **C.2 Negotiating Committee**

The Union Negotiating Committee shall be comprised of up to three (3) representatives.

### **C.3 Grievance Committee**

The Union Grievance Committee shall be comprised of up to three (3) representatives and of which any two (2) may attend grievance meetings.

C.4 Hospital-Association Committee

This Committee shall be composed of three (3) representatives of the Association and an equal number of representatives from the Hospital. Each party may have alternates to replace a member from time to time. The committee shall meet monthly except for July and August.

C.5 Association Interview

The Hospital shall inform the Association locally of any newly hired employee prior to or during the new employee's orientation. The Association interview shall then be scheduled locally within thirty days of the start of the new employee's orientation.

C.6 Professional Development Committee

As per Article 9.02(a) of the Central Collective Agreement, the committee shall be composed of three (3) representatives of the Union and an equal number of representatives from the Hospital. Each party may have alternatives to replace a member from time to time.

C.7 Scheduling Committee

The Union and the Hospital agree to establish a Scheduling Committee which will be composed of not more than three (3) nurses selected by the Union, and an equal number of representatives from the Hospital selected by the Employer. Each party may have up to two (2) alternates to replace a member from time to time.

The Committee will meet at least once every two (2) months.

It is understood that the purpose of this Committee is to not discuss individual scheduling concerns of nurses but rather to discuss issues common to a particular or multiple units.

C.8 Return to Work Committee

A Joint Return to Work Committee (RTW) comprised of an equal number of Union and Hospital representatives will be scheduled when an employee requires an early and safe return to work plan. The Hospital and the Union agree to communicate through electronic and other communication processes to expedite the work of the committee.

**ARTICLE D - LEAVE FOR ASSOCIATION BUSINESS**

D.1 Leave of absence for Association business shall be granted pursuant to the following conditions:

- (1) The leave shall be applied for at least two (2) weeks in advance.

- (2) No more than three (3) employees shall be granted leave at any one time (but not more than two (2) employees from any one unit).
- (3) The aggregate leave for employees shall not exceed forty-five (45) employee tours per year.

## **ARTICLE E - SCHEDULING - HOURS OF WORK**

E.1 The Hospital will endeavor to provide the following scheduling objectives, but it is recognized by the Association that it may not always be possible to attain these objectives:

(a) Master Schedule

All full-time and regular part-time nurses will be on a master schedule unless another form of scheduling is in place under the Collective Agreement. A copy of the master schedule shall be provided to the Union President. Shift schedules for nurses shall be posted for two (2) weeks in advance, and shall cover a four (4) week period. Prior to implementing a change in the master schedule, a meeting of the Scheduling Committee will be called. Where a master schedule is changed, rotations will be awarded on the basis of seniority.

Individual lines on a master schedule may be changed with prior discussion between the employee affected and his or her immediate supervisor, provided that the change does not impact other individual lines on the master schedule. Changes to the individual lines on the master schedule will be provided to the Bargaining Unit President at the regularly scheduled Scheduling Committee meetings.

- (b) A full-time employee will be scheduled off at least four (4) days in any two (2) week period with at least one (1) period of two (2) consecutive days off.
- (c) For employees, one (1) weekend off in two (2) unless consent is given by the employee.
- (d) No split shifts.
- (e) No nurse will be scheduled to work more than six (6) consecutive tours in a row without his/her consent. Should a nurse be scheduled by the Hospital to work in excess of six (6) consecutive tours, he/she will be paid in accordance with Article 14.03 for those tours in excess of six (6) consecutive tours.
- (f) An employee shall not be required to change tours of duty more than once during the work week.
- (g) An employee shall be scheduled off at least sixteen (16) hours between shifts.
- (h) A weekend off consists of fifty-six (56) consecutive hours off work during the period following completion of the evening shift on Friday unless mutually agreed otherwise.

- (i) Requests to work permanent evening or night shifts will be granted, if possible. Where a permanent evening or night shift is granted, the opportunity to work a permanent day line will be offered to RN's on the unit in order of seniority. If a nurse working the permanent requested shift terminates, transfers, or changes status, the affected lines will revert to the original master rotation.
- (j) The Hospital will schedule full-time and regular part-time employees to work 50% shift and weekends.
- (k) Scheduling at Christmas and New Years, an employee will be scheduled off work for not less than five (5) consecutive days over either Christmas or New Years. Christmas will include December 24, 25 and 26. New Years will include December 31 and January 1. Normal scheduling requirements can be waived to accomplish these objectives, between December 15th to January 15th. A schedule request for preference for Christmas and New Years and the preferred shift will be posted by October 1<sup>st</sup> and removed by October 15<sup>th</sup>. The Christmas schedule will be posted by November 1<sup>st</sup>. Disputes over preference will be determined by seniority. It is agreed that the master schedule may be altered to meet requests at this time.
- (l) The days of work for any employee, the starting and quitting times each day the time that meal periods and rest periods are taken will be assigned by the Hospital.
- (m)
  - i) Employees may submit individual requests for changes in the posted schedule. These requests will be considered by the Hospital with due regard to the Collective Agreement and the operation of the Hospital. Requests for changes in the posted schedule will not be unreasonably denied and full consideration will be given to the use of regular and casual part-time employees as per the Collective Agreement. The Employer will respond to an employee's request for a change within forty-eight (48) hours, exclusive of weekends. The employee making the request is responsible for finding a suitable replacement.
  - ii) Employees may submit individual requests for specific days off prior to the schedule being posted. These requests will be considered by the Hospital with due regard to the Collective Agreement and the operation of the Hospital. Requests for changes prior to the posted schedule will not be unreasonably denied and full consideration will be given to the use of regular and casual part-time employees as per the Collective Agreement. The Employer will respond to an employee's request for a change within forty-eight (48) hours, exclusive of weekends.
- (n) Staff reporting off duty due to illness will call in at least one and one-half (1½) hours before the start of day shift and four (4) hours before the start of other shifts.

- E.2 An employee will receive time and one-half their regular hourly rate for all hours worked on a third (3rd) and subsequent consecutive weekend, save and except where:
- (a) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - (b) such employee has requested work; or
  - (c) such weekend is worked as the result of an exchange of shifts with another employee.
- E.3 Employees who work overtime may be granted time off in lieu thereof as arranged between the employee and her immediate supervisor. If time off is arranged it shall be on the same time and one-half basis.
- E.4 Casual employees are required to submit their availability for work for each four (4) week work schedule. Should a casual employee fail to submit their availability for three (3) consecutive work schedules, a meeting will be arranged to review the employee's continued interest in remaining employed as a casual employee. Should the employee decide to remain as a casual employee, any continued failure to submit availability may result in loss of access to the hours available to the casual employee.
- E.5 Flexible hours may be introduced on a unit by mutual agreement between the Hospital and the Union. The parties agree to implement a six month trial period, after which the Hospital and Union will meet to review the process and the need for scheduling guidelines for these tours.
- E.6 The first shift of the day is day shift.
- E.7 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 before any casual part-time nurses are utilized.
  - (b) The Hospital will distribute extra shifts among regular part-time nurses on the basis of seniority for those who have submitted their availability two (2) weeks in advance of the posted schedule. The remaining extra available shifts will be offered to casual part-time nurses on the basis of seniority, who have indicated their availability two weeks in advance of the posted schedule;
    - (i) A tour will be deemed to be offered whenever a message is left for a nurse with a twenty-four (24) hour timeframe to call back to accept the shift;
    - (ii) It is understood that the Hospital will not be required to offer tours which would 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 that they are qualified, nurses may submit their availability to work additional tours to more than one unit.
- (v) Nurses will be scheduled for additional tours on their home unit prior to being scheduled for additional tours Hospital-wide.
- (c) 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.

E.8 Subject to operational requirements, Team Coordinators will be scheduled to work Monday to Friday, day shift.

E.9 The Hospital maintains the right to reassign nurses for a single or partial shift as set out in Article(s) 10.07 (g) and 10.08 (a) of the Central Collective Agreement. The reassignment will first be offered on a voluntary basis. If there are no such volunteers, nurses will be reassigned based on the following principles:

- a) Patient care and safety requirements will take priority in all reassignment decisions;
- b) The Hospital will not normally reassign probationary employees;
- c) The decision to reassign will be made by the Nurse Manager, designate or Resource Nurse;
- d) Save and except volunteers who are qualified to perform the work in question, the Hospital will reassign staff nurses in the following sequence and on the basis of reverse seniority:
  - i) agency nurses will be reassigned first;
  - ii) if there are no agency nurses available, casual nurses will be reassigned;
  - iii) if there are no casual nurses available, part-time nurses will be reassigned;
  - iv) if there are no part-time nurses available, full-time nurses will be reassigned.

#### **ARTICLE F - PAID HOLIDAYS**

F.1 (a) The Hospital recognizes the following paid holidays:

January 1st	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	December 25th
Victoria Day	December 26th
July 1st	Floater 1

- F.2 The lieu day shall be scheduled off within thirty (30) days on either side of the holiday at a time mutually agreed between an employee and her immediate supervisor. Similarly floater holidays will be scheduled at a time mutually agreed between an employee and her/his immediate supervisor.
- F.3 The Hospital shall endeavour to schedule employees who are required to work on a paid holiday to be scheduled to work on the weekend attached to the paid holiday (if a Monday or a Friday). Similarly, if an employee is scheduled off on a paid holiday (if a Monday or a Friday), then the Hospital shall endeavour to schedule the attached weekend off also.
- F.4 The Hospital shall endeavour to schedule for paid holidays off on an equitable basis.
- F.5 An employee will be considered to have worked on a paid holiday if the majority of hours worked on a tour fall within the calendar day of the paid holiday.

#### **ARTICLE G - VACATIONS WITH PAY**

- G.1 (a) Vacation dates shall be granted according to seniority in the bargaining unit. In order to ensure the efficient operation of the Hospital, the respective dates of all employees must be finally approved by the Hospital. Approval will not unreasonably be withheld. Vacation dates shall be finalized by May 1st of each year and will be confirmed by the Hospital by May 15th.
- (b) Once every four years, an employee can request vacation between December 15<sup>th</sup> and January 15<sup>th</sup>. Approvals shall be granted according to the operational requirements of the Hospital, and according to seniority. Approval will not unreasonably be withheld. Vacation dates shall be finalized by May 1<sup>st</sup> of each year and will be confirmed by the Hospital by May 15<sup>th</sup>.
- (c) Vacations requested after May 15<sup>th</sup> will be on a first-come, first-served basis, and a response will be received within one week of making the request. Any employee who has not exercised his/her seniority to select a vacation date by May 1<sup>st</sup> shall not be able to later use her/his seniority for the purpose of displacing a less senior employee who has selected a vacation time. She/he shall, however, be granted her vacation at a time arranged between herself/himself and her/his immediate supervisor, provided the Hospital is able to maintain an experienced and qualified workforce.
- G.2 For purposes of computing continuous service, the cut-off date shall be the employee's anniversary date of hire.
- G.3 Employees may accumulate credits for a maximum of eighteen (18) months by mutual consent.
- G.4 The Hospital shall schedule the weekend off before and after a employee's vacation when vacation is one (1) week or longer in duration.
- G.5 Employees shall not take more than three (3) weeks in June, July and August nor any vacation during the period December 15th to January 15th.

- G.6 The vacation year is January 1st to December 31st in any year
- G.7 Late requests for vacation must meet the operational requirements of the Hospital. Such requests will not be unreasonably denied.

**ARTICLE H - SENIORITY LISTS**

- H.1 The Hospital shall post seniority lists based on the starting date of a employee and provide copies to the Association office and Local President as of January and July of each year.

**ARTICLE I - LIABILITY INSURANCE**

- 1.1 The Hospital agrees to provide malpractice and professional liability insurance to cover the employee in the event of any legal action brought against such employee in the course of her duties during her employment with the Hospital.

**ARTICLE J - BULLETIN BOARDS**

- J.1 The Hospital shall install an enclosed bulletin board outside the employees' locker room for the Association's use. All notices posted must be signed by a member of the Local Association Executive.

**ARTICLE K - HEALTH AND SAFETY**

- K.1 Early and Safe Return to Work

The Hospital and the Union are committed to a consistent and fair approach to meeting the needs of disabled workers (including those workers who have been injured while on the job), to returning them to work 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 nurses. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

- (a) The return to work committee will meet in accordance with Article C.8 to develop a return to work plan. The committee shall be co-chaired by a Hospital representative, and a union representative. The co-chairs may jointly agree that a meeting of the committee may not be required for a specific employee. A union representative who is required to attend a return to work meeting on a scheduled day off will receive pay at straight time for hours spent attending the return to work meeting. Such hours shall not result in premium payment.
- (b) The Hospital will provide an updated list of information to the Local Bargaining Unit President on a monthly basis, including the following:
  - i) Nurses absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits

- ii) Nurses absent from work because of disability who are in receipt of Long Term Disability benefits including the last day worked by the nurse
  - iii) Nurses who are currently on a temporary modified work program
  - iv) Nurses who may require a temporary modified work program
  - v) Nurses who may require permanent accommodation in the workplace.
- (c) A disabled nurse who has obtained medical clearance from her treating physician to return to work will provide the Occupational Health department with this verification of her ability to return to work including information regarding any restrictions. The Occupational Health department will advise the nurse's manager when the nurse has been cleared to return to work. The Hospital recognizes that the Occupational Health physician is not the disabled employee's treating physician.
- (d) When a returning nurse is in need of modified work the Hospital will convene a meeting of a Return to Work Committee. Meeting(s) will be required to discuss any permanent accommodation.
- (e) When a returning nurse is in need of modified work, the Committee will meet as soon as practicable to develop and recommend a return to work plan.
- (f) In developing a return to work plan, the Committee will consider the disabled nurse's abilities and the accommodation requested to determine if the nurse can be returned 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 arrangements.
  - (iv) Alternate positions outside the original unit.
- (g) The parties recognize that more than one nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with article (f) above, they must first consider the skills, ability and experience of the nurses. They may then balance additional factors including but not restricted to:
- (i) ability to acquire skills
  - (ii) path of least disruption in the workplace.
- Where the factors set out in this article are relatively equal, seniority will be the determining factor.
- (h) Alternative Placements

- (i) Before posting, all potential vacancies will be examined to determine if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to her home unit.
- (ii) If a vacancy is identified as suitable for accommodation purposes, the Hospital may recommend holding the posting in consultation with the Union to determine:
  - A) whether the unit, after considering all factors including the number of accommodated nurses in the unit, the operational needs of the unit, safety of nurses working in the unit, alternative resources, can reasonably accommodate a nurse
  - B) whether the posting of the position under the Collective Agreement between the parties may be waived
  - C) whether a position outside the bargaining unit may be an appropriate position for accommodating a nurse
- (iii) When the parties agree to a permanent accommodation whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.

## K.2 Musculoskeletal Injury Prevention and Control

- (a) 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 workers. Such measures will include but shall not be limited to practices and procedures, recommended equipment and training.
- (a) At least once a year the musculoskeletal injury prevention and control measures shall be reviewed and revised in the light of current knowledge and practice.

## K.3 Needlestick/Sharps Safety

- (a) Where workers may be exposed to a blood borne pathogen, the Hospital in consultation with the Joint Occupational Health and Safety Committee, shall identify exposure risks and develop and implement an exposure control plan designated to eliminate or reduce to the lowest feasible extent, actual or potential exposure. The exposure control plan shall include recommended training programs.
- (b) The exposure control plan shall include a sharps injury log that contains detailed information including the type of device involved, the department or work area where the exposure occurred and an explanation of how the incident occurred.
- (c) The exposure control plan shall be reviewed by the Joint Occupational Health and Safety Committee at least annually and revised in the light of

current knowledge and practice regarding exposure to blood borne pathogens.

- (d) The Hospital shall adopt measures to ensure the timely provision of post-exposure medical attention to any employee who receives a sharps injury. The Hospital also shall ensure that a post-exposure protocol is accessible

- K.4 When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Employees' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- K.5 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 L - PRE-PAID LEAVE SALARY PLAN**

- L.1 The number of employees involved in the pre-paid leave salary plan (four (4) years' salary over a given (5) year period) at any one (1) time shall be a total of three (3), but no more than one (1) off from any one unit at any one time.

#### **ARTICLE M - JOB SHARING**

- M.1 The parties mutually agree to implement job sharing.
- M.2 Job Sharing means that one (1) full-time position is divided between two (2) part-time employees.
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 the full-time employee initiating job sharing and the Program Manager. Job sharers shall not be requested to work any tours outside of the tours of the full-time position, unless mutually agreed between the employee and her Unit Manager.
  3. The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement and any shifts worked in addition to the full-time schedule are subject to the Part-time Collective Agreement.
  4. Each job sharer may exchange shifts with her/his partner, as well as with other employees as provided by the Collective Agreement and subject to the Unit Manager's approval.
  5. The job sharers are required whenever possible to cover their partner during sick leave or vacation.

6. 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 employee would be required to work.
7. All other provisions covering job sharing are contained in the Central Part-time Agreement.
8. 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.
9. An incumbent full-time employee wishing to share her position, may do so without having her portion of the position posted. It is understood these provisions are subject to the preamble and paragraph under M.2, number 1. 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.
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 shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to her former position. If she/he does not continue full-time, the position must be posted according to the Collective Agreement.
11. Discontinuation  
Either party may discontinue the job sharing arrangement with twenty (20) working days' notice. Upon receipt of such notice a meeting shall be held between the parties within ten (10) working days to discuss the discontinuation.

#### **ARTICLE N - ORIENTATION**

- N.1 The Hospital will continue to provide an orientation program to newly hired employees.

#### **ARTICLE O - MISCELLANEOUS**

- 0.1 The Employer agrees to pay the bargaining unit President one (1) day a month for union business on the Employer's premises.
- 0.2 The parties agree to meet again to discuss issues that are forwarded from the Central to the Local bargaining table.
- 0.3 Parking fees for Association members shall not be increased in any one calendar year by more than five percent (5%) for the duration of the Collective Agreement.

0.4 The Local Collective Agreement shall be printed within sixty (60) days of the Agreement being signed.

0.5 Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

0.6 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for a ONA job posting will be notified, in writing, and prior to the posting of the name of the successful candidate.

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

0.7 Voluntary Part time Benefits - Process for Payment

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

Any part time nurse who wishes to participate will provide payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

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

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

0.8 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 on a yearly basis or through a preauthorized withdrawal process.

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

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

0.9 The Hospital is committed to providing continuing education to nurses.

Notwithstanding the above, both parties agree that education is a shared

responsibility between the Employees and the Employer. Leave of absence with or without pay but with accumulation of seniority may be granted to employees for the purpose of attending educational courses. The granting of such leave shall not be unreasonably withheld.

Where an employee is required by the Hospital to attend a course, such employee shall not suffer any loss of pay due to participation in such course.

Where non-mandatory courses and conferences are agreed upon between the employee and his/her Manager to be of mutual benefit to the employer and the employee, responsibility for the cost of time, tuition, and required materials will be agreed upon in advance by the employee and manager, prior to granting the leave.

The Professional Development Committee will review and make recommendations to the Hospital regarding continuing education. The Local President (or designate) will be a member of this committee.

- 0.10 The Hospital agrees to notify the Bargaining Unit President and the Servicing Labour Relations Officer when an employee wishes to utilize the provisions in Article 13 of the Central Hospital Collective Agreement for alternative working conditions and scheduling. All schedules must satisfy operational requirements of the Hospital. The parties will meet and negotiate the arrangements. Disputes may be subject to the grievance/arbitration process.

## **ARTICLE P – VIOLENCE IN THE WORKPLACE**

### **P.1 Definition**

"Violence" is any actual, attempted or threatened conduct of a person that causes or is likely to cause physical and/or psychological harm/injury/illness or that gives a person reason to believe that s/he or another person is at risk of physical and or psychological harm/injury/illness, including but not limited to, any actual or attempted assault (including sexual assault and physical attacks), threat, verbal, psychological or sexual abuse or harassment.

### **Violence Prevention and Control**

- a) The hospital will conduct violence risk assessments of the work and the workplace, and based on the risk assessments develop, establish and put into effect, in consultation with the Joint Health and Safety Committee (JHSC), a violence policy, program (measures and procedures) equipment and training that protects workers from all violence to which they may be exposed in the workplace.
- b) The employer will train workers on the violence policy, program (measures and procedures) equipment and will provide hazard-specific training on the risks identified for specific jobs/units. Such training will include the dynamics of domestic violence, abuse and harassment as well as what to do if faced with a situation where the violence enters the workplace.
- c) The employer will notify the JHSC and union in writing of all incidents related to violence within 4 days. For critical injuries the employer will notify the

JHSC and the Union immediately and in writing within 48 hours. Such notices will contain all of the information as prescribed in section 5 of the health care regulation.

- d) The employer in conjunction with the JHSC will immediately and thoroughly investigate all acts and reports of potential actual violence and forthwith take every precaution reasonable in the circumstances to prevent violence from occurring. Precautions may include, but are not limited to:
- staff scheduling changes
  - re-assignments
  - transfers
  - an independent review by a professional experienced in the particular area of concern (e.g. persons knowledgeable in the area of domestic violence or harassment), and external to the organization.
- e) The employer, along with an ONA JHSC worker member, will conduct a joint investigation of any violent incident reported to the JHSC and will pay the member at the member's regular or premium rate as may be proper for all time spent conducting the investigation.
- f) The Employer will ensure that all staff at risk for violence/abuse at this workplace will receive training on the prevention of violence. This training will be done during a new employee's orientation and updated on a regular basis for all employees. The training will assist them to:
- (i) identify causes of violence
  - (ii) identify factors which precipitate violence
  - (iii) recognize warning signs of violence
  - (iv) control and defuse aggressive situations
  - (v) be familiar with and know how to use the Employer's policies and procedures dealing with violence and abuse in the workplace
  - (vi) prevention of escalation
  - (vii) controlling and defusing aggressive situations
- The Employer agrees to provide adequate time and resources for this training. The Employer shall pay each employee her or his wages as set out in the collective agreement while she or he undergoes such training or subsequent training.
- g) The Employer will ensure that all staff at risk for violence/abuse receive refresher training on these topics on a regular basis.
- h) The Employer will ensure that there is an effective means to warn employees of patients' and clients' potential for violent or abusive behaviour.
- i) The Employer will ensure that there is an effective procedure to report all violent incidents including near misses to all potentially affected staff and to the Joint Health and Safety Committee.
- j) The Employer will ensure that all assaults resulting in injury, whether physical or psychological, are reported to the Workers' Safety and Insurance Board.

- k) The Employer will support all victims of workplace violence by ensuring that they receive counseling if necessary, at the Employer's expense. The Employer will also support victims of violence during prosecution of the assailant if charges are laid.

**P.2**      Staffing Levels to Deal with Potential Violence

The Employer agrees that, where there is a risk of violence, an adequate level of trained employees must be present. The Employer recognizes that workloads can lead to fatigue and a diminished ability both to identify and to subsequently deal with potentially violent situations.

The Employer agrees:

- (a) to reach an agreement about the minimum number of staff for nights, weekends and change-over periods between shifts;
- (b) that where there is an established risk of violence, there shall be an agreed minimum number of appropriately trained staff on duty at any one time;
- (c) that employees will not be required to work alone, especially in situations where there is a recognized potential for violence; and
- (d) that where a patient, resident or client is assessed as being actually or potentially violent or aggressive, no employee will be required to approach that patient, resident or client without being accompanied by at least one other person.

**P.3**      Pressing Charges

The Employer recognizes that when an employee is threatened or assaulted at work, it may be appropriate and important to lay charges against the assailant.

**P.4**      Alarms and Paging Systems

The Employer agrees that in all cases where employees or the Union recognize a need for personal protection, the Employer shall provide alarms or paging systems that will be effective in summoning immediate aid. The Employer shall be responsible for the routine maintenance, repair and periodic testing of the alarm or paging system. All employees shall receive training about the use and reasonable care of such systems.

**P.5**      No Discrimination or Dismissal

The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee who is a victim of a violent incident arising while in the performance of her or his assigned work.

**P.6**      Disputes

Any violation of this Article shall be grievable. Grievances filed under this Article shall be filed at Step 2 of the grievance procedure.

Dated at Toronto, Ontario, this 20<sup>th</sup> day of JUNE, 2008.

FOR THE EMPLOYER

Maria Cobia

Stevana Jigal

Clupo

Roberto Borelli

FOR THE UNION

Sharon Hall  
Labour Relations Officer

Barbara Daly

Lois Drumbridge

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## LETTER OF UNDERSTANDING

Between

ONTARIO NURSES' ASSOCIATION

And

ST. JOHN'S REHABILITATION HOSPITAL

Re: Clarification of the Roles and Compensation of "Team Co-ordinator - Temporary Assignment" and "Resource Nurse - Temporary Assignment"

The parties agree to the following interpretation of the roles and compensation of "Team Co-ordinator - Temporary Assignment" and "Resource Nurse - Temporary Assignment".

### **Team Coordinator - temporary assignment**

- Temporary responsibilities assigned to a designated Registered Nurse (RN) for a minimum of one complete shift (7.50 hours);
- The RN designated as temporary Team Coordinator is expected to assume the responsibilities described in the current job description for the Team Coordinator position throughout the assignment;
- The RN designated as temporary Team Coordinator will not carry a patient caseload during the assignment and a replacement will be arranged to replace her/his RN shift;
- Assignment may be required Monday to Friday, excluding holidays;
- Article 19.04(b) applies.

### **Resource Nurse - temporary assignment**

- Temporary responsibilities assigned to a Registered Nurse (RN), for a minimum of one complete shift (7.50 hours);
- The RN designated as temporary Resource Nurse is assigned additional responsibility to direct, supervise or oversee the work of employees within her or his classification, and/or be assigned overall responsibility for patient care on the unit;
- The RN designated as temporary Resource Nurse will be expected to assume a regular patient caseload during the temporary assignment;
- The RN designated as temporary Resource Nurse shall not be responsible for requirements that extend beyond the responsibilities listed above;
- For requirements that extend beyond the responsibilities listed above, the following individuals shall assume responsibility: a Patient Services Manager, Team Coordinator, Program Director, Administrator-on-call, or delegate;
- Assignment may be required on day shift, evening shift, and night shift; from Monday to Friday, on weekends and holidays;
- Article 19.04 (d) applies.

Dated at Toronto, Ontario, this 20<sup>th</sup> day of JUNE, 2008.

FOR THE EMPLOYER

Maria Cabral

Verona Lippin

Clayo

Gabriel Bocan

FOR THE UNION

Sharon Bell  
Labour Relations Officer

Barbara Daly

Lois Drumbridge

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**LETTER OF UNDERSTANDING**

Between

ONTARIO NURSES' ASSOCIATION

And

ST. JOHN'S REHABILITATION HOSPITAL

**Re: Article E.7 - Commitment for Regular Part-Time Nurses**

The parties agree that for the nine (9) months following the date of ratification of this Local Collective Agreement which expires March 31, 2011, the language found in E.7 (b), of the local provisions will be amended by this letter, to reflect the following:

The Hospital will distribute extra shifts among regular part-time nurses on the basis of seniority for those who have submitted their availability four (4) 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 (4) weeks in advance of the start of the schedule.

It is understood that, at the conclusion of the nine (9) month period for the above amendment, a discussion between the parties will take place with an option to renew the Letter of Understanding.

Dated at Toronto, Ontario, this 20<sup>th</sup> day of JUNE, 2008.

FOR THE EMPLOYER

Julia Cobral

Sumana Aggarwal

Chypo

Sabine Borel

FOR THE UNION

Sharon Hall  
Labour Relations Officer

Barbara Dely

Lais Drummond

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