

LOCAL APPENDICES
TO THE
COLLECTIVE AGREEMENT

Between:

TORONTO EAST GENERAL HOSPITAL
(hereinafter called the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter called the "Union")

FULL-TIME AND PART-TIME

Expiry Date: March 31, 2011

TABLE OF CONTENTS

<u>APPENDIX 3</u>	1
SALARY RATES.....	1
<u>APPENDIX 4</u>	2
EDUCATIONAL PREMIUM.....	2
<u>APPENDIX 5 - LOCAL ISSUES</u>	3
ARTICLE A - RECOGNITION.....	3
ARTICLE B - RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS.....	3
ARTICLE C - ASSOCIATION REPRESENTATION.....	4
ARTICLE D - HOURS OF WORK.....	4
ARTICLE E - VACATIONS.....	12
ARTICLE F - PAID HOLIDAYS.....	14
ARTICLE G - BULLETIN BOARDS.....	15
ARTICLE H - ASSOCIATION LEAVE.....	15
ARTICLE I - PREMIUM PAYMENT.....	15
ARTICLE J - PAY CHEQUES.....	16
ARTICLE K - REPORTING.....	16
ARTICLE L - NURSES' LOUNGE.....	16
ARTICLE M - PREPAID LEAVE.....	16
ARTICLE N - INFORMATION TO ASSOCIATION.....	16
ARTICLE O - MODIFIED WORK.....	17
ARTICLE P - JOB SHARING.....	19
ARTICLE Q - SELF SCHEDULING.....	20
ARTICLE R - DECENTRALIZE PART-TIME STAFFING.....	21
ARTICLE S - WEEKEND WORKER (FULL-TIME).....	21
ARTICLE T – REASSIGNMENT (FLOATING).....	23
ARTICLE U – NOTIFICATION TO UNSUCCESSFUL JOB APPLICANTS.....	23
ARTICLE V – PAID PROFESSIONAL LEAVE DAYS.....	24
ARTICLE W – RETIREE BENEFITS – PROCESS FOR PAYMENT.....	24
ARTICLE X – HOSPITAL-ASSOCIATION MEETINGS.....	24
ARTICLE Y – VIOLENCE IN THE WORKPLACE.....	24
LETTER OF UNDERSTANDING.....	27
Re: ONA Orientation.....	27

APPENDIX 3
SALARY RATES

PATIENT CARE COORDINATOR

	<u>Effective</u> <u>April 1, 2008</u>	<u>Effective</u> <u>April 1, 2009</u>	<u>Effective</u> <u>April 1, 2010</u>
Start	\$28.92	\$29.79	\$30.68
1 Year	\$29.33	\$30.21	\$31.12
2 Years	\$29.81	\$30.70	\$31.62
3 Years	\$31.26	\$32.20	\$33.17
4 Years	\$32.75	\$33.73	\$34.74
5 Years	\$34.64	\$35.68	\$36.75
6 Years	\$36.50	\$37.60	\$38.73
7 Years	\$38.36	\$39.51	\$40.70
8 Years	\$41.11	\$42.34	\$43.61
25 Years	\$41.84	\$43.10	\$44.39

REGISTERED NURSE

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

NON REGISTERED NURSE

	<u>Effective</u> <u>April 1, 2008</u>	<u>Effective</u> <u>April 1, 2009</u>	<u>Effective</u> <u>April 1, 2010</u>
Start	\$26.23	\$27.02	\$27.83
1 Year	\$26.61	\$27.41	\$28.23
2 Years	\$27.04	\$27.85	\$28.69
3 Years	\$28.38	\$29.23	\$30.11
4 Years	\$29.74	\$30.63	\$31.55
5 Years	\$31.41	\$32.35	\$33.32
6 Years	\$33.07	\$34.06	\$35.08
7 Years	\$34.77	\$35.81	\$36.88
8 Years	\$37.25	\$38.37	\$39.52
25 Years	\$37.91	\$39.05	\$40.22

APPENDIX 4

EDUCATIONAL PREMIUM

The Hospital will pay to a Patient Care Co-ordinator the sum of \$80.00 per month, provided the employee has presented satisfactory proof of possession of a Degree of Bachelor of Science in Nursing.

APPENDIX 5 - LOCAL ISSUES

ARTICLE A - RECOGNITION

Full-time

- A.1 The Hospital recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed by the Hospital in the Municipality of Metropolitan Toronto engaged in a nursing capacity, save and except Health Service Directors, Specialists, Coordinators, Clinical Facilitators and Educators, Advance Practice Clinicians, Nurse Managers and nurses above those ranks.

Part-time

- A.2 The Hospital recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed by the Hospital in the City of Toronto engaged in a nursing capacity for less than the maximum hours provided for in the Full-time Agreement, save and except Health Service Directors, Specialists, Coordinators, Clinical Facilitators and Educators, Advance Practice Clinicians, Nurse Managers and nurses above those ranks.
- A.3 The word "nurses" when used throughout this Agreement shall mean persons included in the above-described bargaining unit.
- A.4 The expressions "Management, Manager or designate" shall mean Director and employees engaged in management functions as stated in B.1 (b) below.

ARTICLE B - RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

- B.1 The Association recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital, except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that a claim of discharge, suspension or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) determine in the interest of efficient operation and highest standard of service job rating or classification, the hours of work, work assignments, methods of doing the work, the working establishment for the service and the location of work;
 - (d) generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing to determine the number of personnel required, methods, procedures and equipment in connection therewith;

- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees;
- (f) the Hospital must operate in a manner consistent with its obligations to the public.

B.2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION REPRESENTATION

C.1 There shall be eighteen (18) Union Representatives.

C.2 Negotiating Committee

There shall be up to five (5) employees representing both the full-time and part-time bargaining units on the Negotiating Committee.

C.3 Grievance Committee

There shall be up to three (3) employees on the Grievance Committee.

C.4 Association-Hospital Committee

There shall be up to three (3) representatives from each of the parties on the Association-Hospital Committee. For the purposes of clarity, the parties have agreed to one (1) Association-Hospital Committee to address concerns arising from both the full and part-time bargaining units.

ARTICLE D - HOURS OF WORK

D.1 Scheduling Objectives - 7.5 Hours

(Articles D.1 (1) - (12) D.2 & D.3 applies to Full-time employees only)

The Hospital will maintain and achieve the following objectives in the formulation of working schedules, although it is recognized by the Association that it has not always been and may not always be possible to attain these objectives.

- (1) One (1) weekend off in three (3) and endeavour to schedule one (1) weekend off in two. It is understood that a weekend consists of sixty-four (64) consecutive hours off work during the period following completion of the Friday day shift.
- (2) No less than the equivalent of two (2) tours of duty shall be scheduled off between tour changes without consent.
- (3) These scheduling objectives may be waived between December 15th and January 10th so that all employees with the exception of those employees who are not normally required to work weekends and paid holidays, e.g.

Operating Room and Outpatient Department will receive five (5) or more consecutive days off at either Christmas or New Year's. Time off at Christmas shall include December 24th commencing from 0730 hours, December 25th and December 26th. Time off at New Year's shall include December 31st commencing from 0730 hours and January 1. The Hospital shall advise each employee six (6) weeks in advance whether he/she has Christmas or New Year's time off. In the event of conflict for time off at either Christmas or New Year's between two or more employees in the bargaining unit seniority shall prevail subject to staffing requirement as determined by the Nursing Unit Manager.

- (4) The Hospital will endeavour not to schedule the employees to work more than six (6) consecutive days without their consent.
- (5) Requests for time off shall be made prior to the posting of the schedule. Schedules shall be available no less than six (6) weeks in advance and will cover a six (6) week period. At no time will there be less than six (6) weeks of scheduled time available to employees.
- (6) A minimum of four (4) periods of two (2) consecutive days off shall be scheduled during a six (6) week period.
- (7) An Employee will not be required to change tours of duty more than once in any ten (10) day period except in emergencies.
- (8) The Hospital will grant requests for permanent evening or night tours where feasible.
- (9) There will be no split shifts;
- (10) The Hospital will endeavour to schedule lieu days preferably concurrently with weekends off or scheduled days off. Lieu days will not be scheduled as single days off unless mutually agreed by the employee and Hospital.
- (11) The Hospital will arrange for paid holidays off to be divided equitably among the employees in the same unit.
- (12) The Hospital will attempt over a reasonable period of time to schedule day tours equitably among employees in a unit who are required to rotate shifts.
- (13) Where a nurse has requested time off and has provided her own replacement, the Employer will respond in writing within two (2) business days.

Where a nurse has requested time off as outlined in D.2 providing three (3) or more weeks' notice the Employer will respond in writing within two (2) business days.

- D.2 Requests for time off once the schedule is posted, shall be processed by a manager or delegate if three (3) or more weeks notice is provided by the nurse. The nurse must find her own replacement if less than three (3) weeks notice is provided by the nurse, with the change submitted in writing and co-signed by the employee willing to work the shift. Such requests are subject to management-approval and will not be unreasonably denied.
- D.3 An employee will receive premium payment in accordance with Article 14.03 for all hours worked on a third (3rd) consecutive and subsequent weekend, save and except where:
- (1) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - (2) such employee has requested weekend work; or
 - (3) such weekend is worked as a result of an exchange of shifts with another employee.

D.4 Part-time Commitment

(Articles D.4 (1) - (5) applies to Part-time employees only)

In accordance with Article 2.04 of the Central Portion of the Collective Agreement, the predetermined basis upon which a regular part-time employee's commitment to be available shall be made as follows, except those part-time employees presently on staff who have been hired to the part-time pool prior to May, 1982.

- (1) Available to work the number of shifts and hours (day/night/evening) as stated in the posting notice.
- (2) Available to work alternate weekends except those part-time employees presently enjoying a greater benefit, shall continue to do so. It is understood that a weekend consists of sixty-four (64) consecutive hours off work during the period following completion of the Friday day shift. Where employees are scheduled to work a 10 to 6 shift, this period of time may be reduced to (60) consecutive hours off.
- (3) Available to work either Christmas or New Year's.
- (4) Available to work forty-eight (48) weeks a year. In addition to four (4) weeks' vacation, personal leaves of absence may be requested and shall not be unreasonably withheld.
- (5) (a) Requests for time off once schedule is posted, shall be processed by a manager or delegate if three (3) or more weeks notice is provided by the nurse. The nurse must find her own replacement if less than three (3) weeks notice is provided by the nurse, with the change submitted in writing and co-signed by the employee willing to work the shift. Such requests are subject to management approval and will not be unreasonably denied.

- (b) For float pool part-time employees requests in writing for time off prior to posting will not be unreasonably denied.
- (6) The Hospital will grant requests for permanent evening or night tours on an individual basis where feasible.
- (7) All unit based part-time and Float Pool Part-time nurses may be scheduled up to their commitment. When all part-time nurses have been scheduled to their commitment, unit based and Float Pool Part-time nurses may be offered additional shifts up to full time hours according to skills, seniority and expression of availability.

D.5 Extended Tours

- (1) Extended tours shall be introduced into any unit when:
 - (a) Eighty percent (80%) of the employees in the unit so indicated by secret ballot; and
 - (b) the Hospital agrees to implement the extended tour, such agreement shall not be withheld in an unreasonable arbitrary manner.
- (2) Extended tours may be discontinued in any unit:
 - (a) when fifty percent (50%) of the employees in the unit so indicate by secret ballot; or
 - (b) by the Hospital because of
 - (i) proven adverse effects on patient care,
 - (ii) inability to provide a workable staffing schedule.
- (3) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
 - (a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - (b) where it is determined that the extended tour will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended.

D.6 Scheduling Objectives - Extended Tours

The Hospital will maintain and achieve the following objectives in the formulation of extended work schedules:

- (1) Alternate weekends off. It is understood that a weekend consists of sixty (60) consecutive hours off work during the period following completion of the Friday extended day shift until the commencement of the Monday extended day shift.

- (2) These scheduling objectives may be waived between December 15th and January 10th so that all employees with the exception of those employees who are not normally required to work weekends and paid holidays will receive five (5) or more consecutive days off at either Christmas or New Year's. Time off at Christmas shall include December 24th commencing from 0730 hours, December 25th and December 26th. Time off at New Year's shall include December 31st commencing from 0730 hours and January 1st. The Hospital shall advise each employee six (6) weeks in advance whether he/she has Christmas or New Year's time off. In the event of conflict for time off at either Christmas or New Year's between two or more employees in the bargaining unit, seniority shall prevail subject to staffing requirements as determined by the Nursing Unit Manager.
- (3) No more than three (3) consecutive extended tours shall be scheduled except by mutual agreement between the Nurse Manager and individual staff employee.
- (4) Requests for time off shall be made prior to the posting of the schedule. Schedules shall be available no less than six (6) weeks in advance and will cover a six (6) week period. At no time will there be less than six (6) weeks of scheduled time available to employees.
- (5) Full-time employees will be scheduled so that their hours average one hundred and fifty (150) hours over a four week period.
- (6) A full-time employee will not be required to change tours of duty more than once in any ten (10) day period except in extreme emergencies.
- (7) There will be no split shifts.
- (8) For full-time employees, the Hospital will endeavour to schedule lieu days preferably concurrently with weekends off or scheduled days off. Lieu days will not be scheduled as single days off unless mutually agreed by the employee and the Hospital.
- (9) For full-time employees, at least forty-eight (48) consecutive hours off shall be scheduled following night duty. A shorter period of time between changes may be agreed upon by mutual consent.
- (10) Part-time employees will advise staffing office of their availability.
- (11) A nurse will receive premium payment in accordance with Article 14.03 for all hours worked on the second consecutive and subsequent weekend, save and except where:
 - (1) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - (2) Such nurse has requested weekend work; or
 - (3) Such weekend is worked as a result of an exchange of shifts with another nurse.

- (12) For nurses working a four shifts on and five shifts off rotation of extended tours different than D.6.1 and D.6.3, the parties agree the provisions of D.6.1 and D.6.11 will not apply. Introduction or discontinuation of this schedule will require a vote in accordance with D.5.

D.7

- (1) All regular part-time employees in a unit will be scheduled up to their committed hours by seniority before any casual part-time employees are utilized.
- (2) When regular part-time employees on the unit have been given the opportunity to work up to their commitment, the hospital will endeavour to offer additional tours to regular part-time employees on the unit on the basis of seniority, prior to offering tours to casual employees, subject to the following:
- (i) Employees who wish to be considered for additional tours must indicate their availability in the manner prescribed by the hospital;
 - (ii) A tour will be deemed to be offered whenever a call is placed; or a message left;
 - (iii) It is understood that the hospital will not be required to offer tours which would result in overtime premium pay;
 - (iv) When a regular part-time employee accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the hospital are made;
 - (v) Employees who are qualified, may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing hospital practice.
- (3) The Hospital will offer overtime tours to the full-time employees before offering overtime to part-time and casual employees, based on seniority and/or availability.

D.8

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 (37 1/2) minutes unpaid meal time.
 - (b) Employees shall be entitled to relief periods (paid break time) during the tour which total thirty-seven and one-half (37 1/2) minutes.

(2) Shift Premium

Employees working ten (10) hour tours shall be paid shift premium for all hours worked between 1530 and 0730 hours provided they have worked more than two (2) hours if worked in conjunction with the day shift.

(3) Overtime (Article 14)

For employees working ten (10) hour tours, overtime shall be paid at the rate of time and one-half (1 1/2) 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:

<u>Current Week Entitlement</u>	<u>Working Days Off</u>	<u>Equivalent Paid Hours</u>
3	12	112.5
4	16	150.0
5	20	187.5
6	24	225.0
7	28	262.5

(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) preferably three (3) 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.
4. A nurse will receive premium payment in accordance with Article 14.03 for all hours worked on the second consecutive and subsequent weekend, save and except where:
 - (1) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - (2) Such nurse has requested weekend work; or
 - (3) Such weekend is worked as a result of an exchange of shifts with another nurse.
5. Schedules will be posted no less than six (6) weeks in advance of the start date of the new schedule.

(7) Bereavement Leave

For the employees on ten (10) hour tours, reference to days under this Article shall mean three (3) consecutive working days.

(8) Full-Time

Sick Leave and Long Term Disability

Sick leave as provided for in Article 12 shall be as follows: 75 days 7.5 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.

D.9 Part-Time - Four Hour Tours

1. No part-time employee will be required to work four (4) hour tours without her or his consent.
2. A four (4) hour tour will consist of four (4) paid hours which shall be inclusive of one (1) fifteen (15) minute paid meal break.

Where an employee is scheduled to work less than a scheduled tour (7.5 hours), Article D in its entirety applies except as amended by the following:

3. No part-time employee will be required to work less than 7.5 hour tours without her or his consent.

4. The Hospital will endeavor to keep the number of tours comprised of less than 7.5 hours to a minimum.
 5. Employees working shifts comprised of less than 7.5 hours shall be granted a paid rest period.
 6. No part-time employee will be scheduled fully on tours which are comprised of less than 7.5 hours in any pay period.
- D.10 The Negotiating Committee will be scheduled to work days when negotiating. The committee members will give the Unit Manager two (2) weeks notice.
- D.11 Time schedules for required sessions shall be mutually agreed between the Employee and Nurse Manager.

ARTICLE E - VACATIONS

(Articles E.1 - E.4 applies to Full-time employees only)

- E.1 Vacation is based on the employee's anniversary date as determined by date of hire and adjusted by provisions of the Collective Agreement.
- E.2 Requests shall not be unreasonably denied.
- E.3
- (a) Subject to E.2, employees may accumulate vacation credits for a maximum of eighteen (18) months' service. However, an employee will not be permitted to take any vacation until he/she has completed at least six (6) months' continuous active employment with the Hospital. Vacations must be taken in minimum periods of one (1) week and maximum periods of six (6) weeks. However a nurse may request single vacation days and such requests will not be unreasonably denied. This will not be used to reduce the nurses' work week on a regular basis.
 - (b)
 - (i) In the event of conflict for vacation time between two or more employees in the bargaining unit, seniority shall prevail.
 - (ii) Vacation quotas will not be interfered with by maternity leave, sick leave or LOA.
 - (iii) Vacation quotas will include bargaining unit members only.
 - (iv) Request for vacation will not be unreasonably denied.
 - (c) Prior to leaving on vacation, employees shall be advised of the day and time on which to report for work following vacation, unless the change is mutually agreed between the employee and the Hospital.
 - (d) In cases where the vacation allowance based on this calculation results in a fractional day, the employee shall be given the full day off, but only be paid for the fraction of the day.

- (e) For at least two (2) vacation periods of one (1) week or more, a weekend off shall be scheduled immediately prior to the vacation. At a written request of the employee, a weekend off shall be scheduled immediately prior to two (2) additional vacation periods of one (1) week or more. If an employee was normally scheduled off on a weekend before her vacation and has split her vacation, he/she shall be scheduled off on that weekend. A week for the purposes of vacation, shall consist of seven (7) consecutive days; Monday through Sunday inclusive.
- (f) Vacations may be taken at a mutually agreeable time. Between June 15th and September 15th a nurse will only be authorized to take three (3) weeks of vacation, if the authorization or more than three (3) weeks of vacation would prevent the authorization of another nurses' vacation request.

- E.4 (a) A vacation list based on Hospital seniority and a master vacation planner will be posted on each unit by March 1st of each year. The current computer vacation report shall always be accessible on each nursing unit. The vacation quota (the number of employees allowed vacation at the same time) for the unit will be posted. Requests for summer vacation shall be in by April 1st. Approval will be given by April 15th and will be granted by seniority. Any requests for summer vacation received after April 1st shall be subject to availability and granted on a first come first serve basis.
- (b) The Hospital will give consideration to an employee's request for vacation between the period December 15th and January 10th provided the employee will be fulfilling her commitment to work either Christmas or New Year's.

(Articles E.5 - E.9 applies to Part-time employees only)

- E.5 Part-time vacation pay will be paid out upon written request by the employee.

- E.6 (a) A vacation list based on Hospital seniority and a master vacation planner will be posted on each unit by March 1st of each year. The current computer vacation report shall always be accessible on each nursing unit. The vacation quota (the number of employees allowed vacation at the same time) for the unit will be posted. Requests for summer vacation shall be in by April 1st. Approval will be given by April 15th and will be granted by seniority. Any requests for summer vacation received after April 1st shall be subject to availability and granted on a first come first serve basis. Requests shall not be unreasonably denied.
- (b) A part-time nurse may request and be compensated for a single vacation day. Such requests will not be unreasonably denied. This will not be used to reduce the nurse's work week on a regular basis. All requests must be in writing two weeks prior to the pay period ending date.

- E.7 For at least two (2) vacation periods of one (1) week or more, a weekend off shall be scheduled immediately prior to the vacation. At the written request of the employee, a weekend off shall be scheduled immediately prior to two (2)

additional vacation periods of one (1) week or more. If an employee was normally scheduled off on a weekend before her vacation and has split her vacation, he/she shall still be scheduled off on that weekend. A week for the purposes of vacation, shall consist of seven (7) consecutive days, Monday through Sunday inclusive.

- E.8 The Hospital will give consideration to an employee's request for vacation between the period December 15th and January 10th provided the employee will be fulfilling her commitment to work either Christmas or New Years.
- E.9 Vacations may be taken at a mutually agreeable time. Between June 15th and September 15th a nurse will only be authorized to take three (3) weeks of vacation, if the authorization of more than three (3) weeks of vacation would prevent the authorization of another nurse's vacation request.
- E.10 Full-time nurses entitled to supplementary vacation pursuant to Article 16.01 (f) of the central Collective Agreement will request such vacation as per Article E. Unused supplementary vacation will be carried over to the following vacation year(s), subject to the provisions of Article E.3 (a).

Part-time nurses entitled to supplementary vacation pursuant to Article 16.06 of the central Collective Agreement will request such vacation according to the provisions of Article E. Unused supplementary vacation will be carried over to the following vacation year(s). The additional 2% vacation pay will be credited to the nurse's vacation bank within one (1) month of earning the supplementary vacation and payment will be requested according to the provisions of Article E.5.

ARTICLE F - PAID HOLIDAYS

- F.1 The paid holidays shall be:
- | | |
|----------------------------|-----------------------------|
| New Year's Day (January 1) | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day (Nov. 11) |
| Victoria Day | Christmas Day (December 25) |
| Canada Day (July 1) | Boxing Day (December 26) |
- F.2 When a full-time employee has a lieu day owing he/she will receive a lieu day off at her regular straight time rate of pay, such day to be granted within thirty (30) days prior or thirty (30) days after the date on which the holiday was observed, to be taken on a mutually agreeable date arranged between the employee and the Hospital.
- F.3 If a holiday falls during a full-time employee's scheduled vacation period or on a day off, an additional day off with pay shall be scheduled at a mutually agreeable date.

ARTICLE G - BULLETIN BOARDS

G.1 The Hospital will provide bulletin board space outside of the Staffing Office, cafeteria, and in the J wing for the purpose of posting notices regarding meetings and other such matters related to Association business. All such notices must be signed by the Manager, Employee Relations or their designate, prior to posting.

The Hospital will provide an internal email distribution list of all ONA members for the purpose of posting notices regarding meetings and other such matters related to Association business.

ARTICLE H - ASSOCIATION LEAVE

H.1 (a) Leave of absence for Association business shall be given up to a total of sixty (60) days during each year of the Collective Agreement provided at least two (2) weeks' notice in writing by the Association is given to the Hospital. It is agreed that not more than five (5) employees shall be absent on such leave at the same time and not more than two (2) employees from the same unit.

(b) Where a nurse has requested time off the Employer will endeavour to respond in writing within two (2) business days of the request.

H.2 A nurse who acts as Bargaining Unit President shall be granted Association Leave of Absence for no more than six (6) days a month to address issues of mutual interest to the Hospital and the Association, including discipline, grievance and Agency/Association meetings. Such Leave of Absence days shall be scheduled at a mutually agreeable time. The cost of these LOA days shall be shared equally by the Hospital and the Association.

H.3 The Hospital agrees to grant leaves of absence, without pay, to nurse 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. Such leave will be granted subject to the operational needs of the unit and in accordance with Article D.2.

ARTICLE I - PREMIUM PAYMENT

I.1 Where an employee chooses equivalent time off for accumulated and approved overtime hours pursuant to Article 14.09 (other than overtime hours relating to Paid Holidays), such time off may be banked up to a maximum of thirty-seven and one-half (37.5) hours. These overtime hours may be taken within sixty (60) days of the day on which the overtime was worked, or at a mutually agreeable date and time arranged between the employee and the Hospital. At the request of the employee, if the accumulated banked overtime hours are not taken within sixty (60) days or a mutually agreeable date the hours will be paid out to the employee. Notwithstanding the above all banked overtime hours will be paid out at the end of each fiscal year.

ARTICLE J - PAY CHEQUES

- J.1 Paycheques shall be available to all employees on pay day starting at 0730 hours and pay records shall be available to employees as soon as possible on pay day.
- J.2 All payment errors in excess of seven and a half (7.5) hours of pay will be corrected and provided to the nurse within four (4) business days of bringing the error to the attention of Management.

ARTICLE K - REPORTING**K.1 Reporting Off Duty for Absence**

When it is necessary for an employee to be absent, the employee will report to the nursing unit or staffing office, as applicable, as soon as possible, but not less than four (4) hours before the start of the scheduled shift, except in extreme emergencies.

K.2 Reporting On Duty After Absence

When an employee is ready to return from an absence, the employee will telephone the nursing unit or staffing office, as applicable, as soon as possible, but not less than eight (8) hours before returning to work.

ARTICLE L - NURSES' LOUNGE

- L.1 The employer will endeavour to provide an employee lounge on each floor and will endeavour to equip the lounge with a fridge and microwave.

ARTICLE M - PREPAID LEAVE

- M.1 In accordance with the prepaid leave plan of the Collective Agreement, 11.11 (c), the number of employees that may be absent at any one time shall be a maximum of fifteen (15).

ARTICLE N - INFORMATION TO ASSOCIATION

- N.1 The Hospital will provide copies of all bargaining unit job postings to the local President.
- N.2 Upon the written request of the local President, the Hospital will provide the Association with the current addresses on file of active members, once per calendar year.

ARTICLE O - MODIFIED WORK

O.1 Modified Work

- (a) The Hospital will notify the President of the Local Nurses' Association of the names of all employees who go off work due to a work related injury or when an employee goes on L.T.D. The Hospital will provide to the Union a monthly list of all new employees on modified work programs at the beginning of each month.
- (b) 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 and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

O.2 Early and Safe Return to Work

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

1. A Return to Work Committee (RWC) will be established, at least one member of which will be a representative of the Union. The committee will meet at least once per month. The Union member will suffer no loss of regular earnings for attendance at such meetings. If the Union member is required to attend on their day off they will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings. Such hours are invisible for the purpose of determining premium.

The Hospital will provide an updated list of information to the RWC before each monthly meeting including the following:

- i) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits
- ii) Employees who have been absent from work because of disability for more than 23 months and are in receipt of long-term disability benefits
- iii) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked
- iv) Employees who are currently on a temporary modified work program

v) Employees who are currently permanently accommodated in the workplace

2. It is understood that it is the obligation of the disabled employee in receipt of short-term or long-term disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.
3. The Occupational Health Department will discuss the needs of employees for accommodation as soon as possible with their respective manager or designate, and the Union and will advise the RWC as soon as possible when return to their original position or unit has not occurred. The Occupational Health Department in consultation with the Union representative will examine opportunities for temporary accommodation until such time as an appropriate permanent accommodation is determined.
4. The Hospital will advise the Union of offers permanent accommodation within or outside the bargaining unit.
5. The parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the Hospital will consider the skills, ability and experience of the employees and will also consider ability to acquire skills, seniority and path of least disruption in the workplace.
6. The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation. The committee will review any circumstances where attempts to accommodate an employee have proven unsuccessful.
7. Before posting, the Hospital's Human Resources department will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home unit.
8. Where such vacancies are within the bargaining unit, the Hospital will consult with the Union on the feasibility of an accommodation giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.
9. Whether or not the parties agree to waive the posting procedure in order to facilitate an accommodation and whether or not the position is within the bargaining unit, the parties will sign an agreement containing the details of the accommodation. The parties may also agree to a written agreement for temporary accommodation of extended duration.
10. The home position of a nurse who needs permanent accommodation may be posted under the following circumstances:

- (i) the employee is permanently accommodated in another position or arrangement
- (ii) the weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future
- (iii) the Hospital may elect to fill the disabled employee's home position by posting a temporary to permanent vacancy
 - a) In so electing, the position will be filled in accordance with the job posting provisions of the collective agreement
 - b) 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
 - c) 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.
 - d) Filling of a disabled employee's home position does not remove the Hospital's duty to accommodate that employee.

ARTICLE P - JOB SHARING

Taking into consideration the fact that the Hospital wishes to retain well-qualified staff who are unable to provide a full-time commitment and that job-sharing can enable this to happen, the above-mentioned parties agree to the following provisions:

- P.1 Job sharing requests with regard to full-time positions shall be considered on an individual basis and the Hospital shall reserve the right to determine the appropriateness of such arrangements.
- P.2 Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions must be posted and selection based on the criteria set out in the collective agreement. An incumbent full-time employee wishing to share her position, may request to do so without having her half of the position posted. However, the other half of the job-shared position must be posted and the selection based on the criteria set out in the collective agreement.
- P.3 Save and except as provided otherwise in the Memorandum of Agreement, all job-sharers shall be treated as regular part-time employees and be subject to the provisions of the part-time collective agreement.
- P.4 If one of the job-sharers leaves the arrangement her position will be posted. If there is no successful applicant to the position, the shared position will revert to a full-time position. The remaining employee will have the option of continuing in the full-time position or another part-time position. If he/she does not continue full-time, the position must be posted in accordance with the collective agreement.

- P.5 Association dues shall be deducted from each employee in accordance with the part-time Collective Agreement.
- P.6 Posted schedules for the job-sharers shall be based on the schedules that would apply to a full-time employee holding that position. Such schedule shall conform with the scheduling provisions of the full-time collective agreement.
- P.7 Total hours worked by the two job-sharers shall be equal to one full-time position. The division of these hours over the schedule shall be determined by mutual agreement between the two employees and the Nursing Unit Manager of the unit.
- P.8 Each job sharer may exchange shifts with her partner, as well as with other employees in accordance with the collective agreement.
- P.9 Job-sharers are not required to cover for their partner during sick leave, vacation, or any other leave of absence, unless mutually agreed otherwise. Job-sharers are not responsible for arranging coverage for their position during an absence.
- P.10 Either the Union or the Employer may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. Such discontinuation shall not be unreasonable or arbitrary.

ARTICLE Q - SELF SCHEDULING

In terms of self-scheduling at Toronto East General Hospital, for full-time and part-time employees, the parties hereby agree to the following:

- Q.1 Self-scheduling shall be introduced into any unit when:
- (a) eighty percent (80%) of the employees in the unit so indicate by secret ballot
 - (b) the Hospital agrees to implement self-scheduling
- Q.2 Employees participating in self-scheduling shall be responsible for scheduling their statutory holidays and lieu days.
- Q.3 The Collective Agreement shall apply to each unit's self-scheduling guidelines in all respects.
- Q.4 Prior to instituting self-scheduling in a unit, the Local Association Executive will be provided with a copy of the guidelines.
- Q.5 The self-scheduling schedules shall be submitted to the Nursing Unit Manager for review and approval to ensure that adequate nursing coverage is maintained. Such approval shall not be unreasonably withheld.

- Q.6 Self-scheduling may be discontinued upon six (6) weeks written notice:
- (a) by the Hospital
 - (b) when fifty percent (50%) of the employees in the unit so indicate by secret ballot

ARTICLE R - DECENTRALIZE PART-TIME STAFFING

- R.1 The Hospital agrees that prior to a decision being made to decentralize the part-time staffing, the Hospital will meet with the Association to determine the impact of such a change on the number of shifts available per nursing unit, as well as the impact on the nursing staff currently working permanent day, evening and night shifts. The Hospital will endeavour to accommodate employees working permanent shifts should the changes occur.

ARTICLE S - WEEKEND WORKER (FULL-TIME)

When the Employer agrees to a unit weekend schedule pursuant to article 13.04 of the Central Collective Agreement, the following conditions shall apply unless otherwise agreed by the parties:

The nurse will approach the Manager and copy the Association their expressed interest in weekend worker scheduling. Requests will be considered on a first come first served basis and where two or more nurses express an interest at the same time, such positions will be filled by seniority from amongst those nurses who expressed an interest.

Where a vacancy arises that was a weekend worker position it will be posted in accordance with Article 10.06 (a).

1. Introduction

Schedules incorporating weekend workers shall only be implemented in situations where the development of such weekend worker scheduling arrangements will not result in the lay-off or loss of hours of work of any full-time or regular part-time nurse. Where such weekend worker schedules would impact on the nurses' master rotation, the nurses will indicate their willingness to participate in such scheduling arrangements by secret ballot. Eighty (80 %) of the staff must indicate their support for such scheduling arrangements.

The nurse who made the request for a weekend worker position will be granted her/his request if the unit vote supports this scheduling arrangement. Management will not unreasonably deny the scheduling of weekend worker positions.

At the time of the request, by one or more nurses in a unit, Management will determine if additional weekend worker positions can be offered on the unit. If additional weekend worker positions are created these positions will be posted on the unit and nurses will indicate their interest in writing to Human Resources.

These positions will be posted in the unit and be filled by seniority from amongst those nurses on the unit who have expressed an interest. Positions required to accommodate the unit weekend schedule will be posted on the unit and filled by seniority from amongst those nurses on the unit who have expressed an interest. If the position is from a vacancy it will be posted in accordance with Article 10.06 (a).

Human Resources will notify the Bargaining Unit President of the creation of each weekend worker position at the time they are established in a unit. There will be a written confirmation of transfer to the weekend worker position which will include the unit, name of the weekend worker and their start date.

2. Averaging of hours

The parties agree that each unit will develop a weekend worker schedule in which the full-time nurse works a weekly average of thirty (30) hours but must include two (2) 11.25 hour tours scheduled on each weekend in accordance with Article D of the scheduling provisions of the Collective Agreement. It is permissible for the weekend worker's hours to be averaged over a six (6) week period. Accordingly, it is permissible for the weekend worker to work an additional four (4) 11.25 hour tours over the six (6) week rather than six (6) 7.5 hour tours.

3. Paid Holiday Bank

Nurses who fill weekend worker positions will be allowed to carry over their paid holiday bank credits accumulated at the time of their filing the weekend worker position. Nurses may accumulate credits in their paid holiday bank equivalent to the credits normally accumulated in a period of up to eighteen months (18 x 7.5 hour days.) Credits exceeding eighteen (18) days will be paid out to the nurse. Upon leaving the weekend worker position, the nurse will be allowed to carry over her paid holiday bank.

4. Christmas Period

The weekend worker will continue to work weekends during this period.

5. Scheduling of Vacations

Vacation will be scheduled in accordance with the current scheduling practice in accordance with Article E.

6. Discontinuation

Nurses in these positions may discontinue the weekend schedules within six (6) weeks notice. Such positions will be posted in accordance with Article 10.06 (a). If there is no applicant the unit weekend schedule will be discontinued.

Either party may discontinue the unit weekend schedules with ninety (90) days notice. Upon receipt of such notice, a meeting will be held between the parties to discuss discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary.

Should the unit weekend worker arrangement(s) be discontinued, the nurse(s) in these positions will revert back to their previous positions and the previous master rotation will be put in place.

ARTICLE T – REASSIGNMENT (FLOATING)

The Hospital and the Union recognize that it is a management right to reassign an employee who is scheduled to work for a period of time in accordance with the provisions of the Central Collective Agreement. This reassignment will be from the employee's home unit to any other unit as required by the Hospital. The Hospital and the Union agree to implement the following principles if such reassignment occurs:

1. Reassignment will occur bearing in mind the following principles:
 - (a) Patient care requirements are the first priority
 - (b) The Hospital will not normally reassign probationary employees
 - (c) The Hospital will reassign, where possible, employees who volunteer
 - (d) The Hospital will normally cancel or reassign agency employees before reassigning staff employees
 - (e) The Hospital will normally reassign staff nurses in the following sequence, float pool on the basis of reverse seniority subject to patient care requirements: casual; regular part-time; regular full-time
2. The reassigned employee will identify, to the manager or the manager's designate, or in their absence the Registered Nurse, her skills, abilities and limitations in relation to duties required on the receiving unit.
3. The manger or the manager's designate, or in their absence the Registered Nurse, will identify a resource person for the reassigned employee.
4. The reassigned employee will be oriented to the general functioning of the unit.

ARTICLE U – NOTIFICATION TO UNSUCCESSFUL JOB APPLICANTS

- U.1 The parties agree that any ONA member who is an unsuccessful candidate for an ONA job posting will be notified, in writing, as soon as possible after the decision has been made and prior to the posting of the name of the successful candidate.

The parties further agree that the Bargaining Unit President will be notified in writing of the successful applicants on a monthly basis.

ARTICLE V – PAID PROFESSIONAL LEAVE DAYS

- V.1 A nurse who chooses to attend a course that is directly related to her job and that was approved by her manager in advance, shall be reimbursed a portion of the costs of the course according to the policy and budget of the department or division. The department or division must provide employees with the most recent and available information regarding policies and funds for courses. The nurse must apply in writing in advance for authorization from her manager to attend the course and must present receipts when claiming the portion of expenses that had been approved.

ARTICLE W – RETIREE BENEFITS – PROCESS FOR PAYMENT

- W.1 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 through post-dated cheques provided on a yearly basis or less as deemed appropriate by the hospital.

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 at the time of ratification and each time the benefit costs are renegotiated by the Employer.

ARTICLE X – HOSPITAL-ASSOCIATION MEETINGS

- X.1 At each H.A.C. meeting, the Bargaining Unit President, or designate, will identify in writing to the Hospital which committee members require payment at the straight time hourly rate or banked at the straight time hourly rate under Article 6.03 (e).

ARTICLE Y – VIOLENCE IN THE WORKPLACE

1. Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of his/her employment. It includes the application of force, threats with or without weapons and severe verbal abuse. The Hospital agrees that such incidents will not be condoned. Any nurse who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
2. The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situation and support to nurses who have faced 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.

DATED AT Toronto, ONTARIO THIS 5th DAY OF May, 2009.

FOR THE EMPLOYER

P. Keston

Nancy French

[Signature]

[Signature]

FOR THE UNION

[Signature]
Labour Relations Officer

[Signature]

LETTER OF UNDERSTANDING

Between:

TORONTO EAST GENERAL HOSPITAL
("the Hospital")

And:

ONTARIO NURSES' ASSOCIATION
("the Union")


Re: ONA Orientation

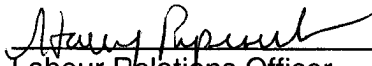
The Hospital agrees to provide an officer of the Union a fifteen (15) minute time slot Within the Hospital's orientation in order provide Union orientation to newly hired nurses. The Hospital will endeavour to schedule this fifteen (15) minute period at a mutually agreeable time.

Dated at Toronto this 24th day of November, 2008.

FOR THE EMPLOYER

FOR THE UNION





Labour Relations Officer

