

COLLECTIVE AGREEMENT

LOCAL ISSUES

Between:

**WEST PARK HEALTHCARE CENTRE, TORONTO
(Hereinafter referred to as the "Centre")**

And:

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

COMBINED

Expiry Date: March 31, 2011

TABLE OF CONTENTS

	<u>Page No.</u>
APPENDIX 3 - SALARY SCHEDULES	3
Classification - Registered Nurse	3
Classification - Graduate Nurse.....	3
Classification - Advanced Practice Nurse/ Nurse Practitioner	3
Classification – Nurse Practitioner.....	4
Classification – Advanced Practice Nurse.....	4
APPENDIX 5 - LOCAL ISSUES	5
ARTICLE A - RECOGNITION AND DEFINITIONS.....	5
ARTICLE B - MANAGEMENT RIGHTS	5
ARTICLE C - COMMITTEES AND REPRESENTATIVES.....	6
ARTICLE D - INTERVIEW PERIOD.....	7
ARTICLE E - SENIORITY LIST	7
ARTICLE F - HOURS OF WORK – SCHEDULING.....	8
ARTICLE G - COMMITMENT FOR REGULAR PART-TIME NURSES.....	15
ARTICLE H - CASUAL PART-TIME.....	16
ARTICLE I - SCHEDULING OF SHORT TOURS	16
ARTICLE J - PAID HOLIDAYS	17
ARTICLE K – VACATION.....	18
ARTICLE L - BULLETIN BOARDS.....	19
ARTICLE M - ASSOCIATION LEAVE	19
ARTICLE N - SICK LEAVE / BENEFITS.....	19
ARTICLE O – MISCELLANEOUS	19
ARTICLE P - JOB SHARING.....	20
ARTICLE Q - PERMANENT AFTERNOON/NIGHT SHIFT	21
ARTICLE R – EARLY AND SAFE RETURN TO WORK AND WSIB	22
ARTICLE S – OCCUPATIONAL HEALTH AND SAFETY	24
LETTER OF UNDERSTANDING	26
Re: Late Career Nurse Initiative	26
LETTER OF UNDERSTANDING	27
Re: Extension of Full-time Team Leader Rotation Arrangement on a Chronic Assisted Ventilatory Care (CVAC) Services.....	27

APPENDIX 3 - SALARY SCHEDULES

CLASSIFICATION - REGISTERED NURSE

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

CLASSIFICATION - GRADUATE NURSE

		<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
START	Hourly	26.30	27.09	27.90
1 YEAR	Hourly	26.67	27.47	28.29

CLASSIFICATION - ADVANCED PRACTICE NURSE/ NURSE PRACTITIONER

		<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
START	Hourly	42.92	44.21	45.54
1 YEAR	Hourly	43.98	45.30	46.66
2 YEARS	Hourly	44.60	45.94	47.32
3 YEARS	Hourly	46.66	48.06	49.50
4 YEARS	Hourly	48.75	50.21	51.72
25 YEARS	Hourly	49.74	51.23	52.76

CLASSIFICATION – NURSE PRACTITIONER

		<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
START	Hourly	42.89	44.18	45.50
1 YEAR	Hourly	43.95	45.27	46.63
2 YEARS	Hourly	44.78	46.12	47.50
3 YEARS	Hourly	46.84	48.25	49.70
4 YEARS	Hourly	48.95	50.42	51.93
25 YEARS	Hourly	49.93	51.43	52.97

CLASSIFICATION – ADVANCED PRACTICE NURSE

		<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
START	Hourly	42.95	44.24	45.57
1 YEAR	Hourly	44.02	45.34	46.70
2 YEARS	Hourly	44.43	45.76	47.13
3 YEARS	Hourly	46.47	47.86	49.30
4 YEARS	Hourly	48.57	50.03	51.53
25 YEARS	Hourly	49.54	51.03	52.56

APPENDIX 5 - LOCAL ISSUES

ARTICLE A - RECOGNITION AND DEFINITIONS

- A.1 The Centre recognizes that in accordance with the "Certificate" issued by the Ontario Labour Relations Board and dated at Toronto on the 28th day of September, 1979 the Ontario Nurses` Association is the bargaining agent of all registered and graduate nurses engaged in a nursing capacity by West Park Hospital in the Borough of York, save and except Service Manager, persons above the rank of Service Manager and persons regularly employed for not more than twenty-four (24) hours per week. [Full-time Only]
- A.2 The Centre recognizes that in accordance with the "Certificate" issued by the Ontario Labour Relations Board and dated at Toronto on the 18th day of January, 1982 the Ontario Nurses` Association is the bargaining agent of all registered and graduate nurses engaged in a nursing capacity by West Park Hospital in Metropolitan Toronto regularly employed for not more than 24 hours per week, save and except Service Manager and persons above the rank of Service Manager. [Part-time Only]
- A.3 The word "nurses" when used in this Agreement shall mean persons included in the bargaining unit as set out in clauses A.1 and A.2.
- A.4 "Supervisor" or "immediate Supervisor", when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 The Union recognizes that the management of the Centre and the direction of the working forces are fixed exclusively in the Centre and shall remain solely with the Centre 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 Centre to:
- (a) Maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses, with just cause provided that any such action contrary to the provisions of this Agreement may be subject to a grievance and dealt with as provided herein;
 - (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 and the working establishment for the service;
 - (d) generally to manage the operation that the Centre is engaged in and without restricting the generality of the foregoing, to determine the number of

personnel required, the services to be performed, and the methods, procedure and equipment in connection therewith;

- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses not inconsistent with the provisions of this Agreement;
- (f) generally to operate the West Park Healthcare Centre in a manner consistent with the obligations of the Centre to the general public in the communities served.

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

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C.1 Nurse Representatives

The Centre shall recognize eight (8) Union representatives who represent both full-time and part-time employees. In the event a Union representative is not available in a designated area, a Union representative from another area may substitute on a temporary basis.

C.2 Negotiating Committee

There shall be a Negotiating Committee of up to three (3) nurses representing both the full-time and part-time bargaining units.

C.3 Grievance Committee

There shall be a Grievance Committee of up to three (3) nurses representing both the full-time and part-time bargaining units. Up to two (2) members of this committee shall be present at grievance meetings.

C.4 Hospital Association Committee

This Committee shall be comprised of three (3) members representing both the full-time and part-time bargaining units and three (3) members representing the Centre.

C.5 Professional Development Committee

There shall be a Professional Development Committee which shall be comprised of three (3) members representing the Association and three (3) members representing the Centre.

C.6 Scheduling Committee

There shall be a Scheduling Committee which shall be comprised of three (3) nurses representing both the full-time and part-time bargaining units and three (3) members representing the Centre.

- C.7 (a) The Centre shall pay the Bargaining Unit President one (1) day salary each month. This salary is in lieu of all time spent attending meetings with the Centre including all committees mandated by the Collective Agreement and time spent preparing for these committee meetings and for investigating and/or processing grievances.

In addition, the Bargaining Unit President may request up to an additional two (2) days leave of absence per month paid by the Centre to attend to local union issues. Such requests will not be unreasonably denied.

Request for such leave of absence must be submitted in writing by the Bargaining Unit President as soon as practicable to the Chief Human Resources Officer or her/his designate.

It is understood that the above leave is separate from all other Union Business leaves as per Article 11 of the Collective Agreement.

- (b) Local Co-ordinator Leave

The Centre agrees to grant leaves of absence, without pay, requested in writing, by the individual elected to the position of Local Co-ordinator, subject to meeting the operational requirements of the Centre, on the basis that such leaves will be requested as far in advance as possible, normally not less than two (2) weeks in advance, and shall be limited to fulfilling the duties of the position.

ARTICLE D - INTERVIEW PERIOD

- D.1 The interview period as provided for in Article 5.06 will be scheduled during the nurse's formal orientation period.

ARTICLE E - SENIORITY LIST

- E.1 The seniority list as provided for in Article 10.02 will be filed with the Union and posted on January 1st and July 1st of each year. The seniority list will be posted in a designated glassed-in bulletin board. A copy will be sent to the Labour Relations Officer.

- E.2 Job Posting Notification

In accordance with Article 10.07 (b) of the Central Collective Agreement, the Centre will notify all applicants to posted positions, in writing, of the outcome of the selection process.

The Centre will notify the ONA Local Bargaining Unit President of the name(s) of both the successful and unsuccessful applicants to posted positions concurrently with notification to the applicants.

ARTICLE F - HOURS OF WORK – SCHEDULING

- F.1 The paid rest periods as provided for in Article 13.01 (b) will be scheduled during each half tour.
- F.2 The unpaid meal period as provided for in Article 13.01 (a) will be scheduled by the Centre.

F.3 **Scheduling Regulations**

The Centre will maintain the following working schedules:

- (a) No less than two (2) consecutive tours off between changes of shifts, unless otherwise agreed;
- (b) A request by a nurse for change of scheduled working hours must be submitted seventy-two (72) hours in advance to the Service Manager for her/his approval in writing co-signed by the nurse willing to exchange tours. In extenuating circumstances requests received less than seventy-two (72) hours in advance of the proposed change may be considered;
- (c) A nurse will be scheduled off at least four (4) days in any two (2) week period, including at least one (1) period of two (2) consecutive days off, and a minimum of split days will be scheduled; [Full-time Only]
- (d) Nurses will not be scheduled to work more than seven (7) consecutive days, unless by request of or agreement by the nurse;
- (e) These scheduling regulations included in F.3 and clauses F.4 and F.5 may be waived between December 15 and January 15 to provide for Christmas and New Year's scheduling. Nurses will be scheduled off at least five (5) consecutive days at either Christmas or New Year's. Each nurse will be advised of time off four (4) weeks in advance. Time off at Christmas includes December 24th and 25th, or December 25th and 26th. Time off at New Year's includes December 31st and January 1st;

Nurses will indicate their preference for time off at either Christmas or New Year's on a list posted on each unit. In the event of a scheduling conflict, alternating Christmas or New Year's time off will be the deciding factor;
- (f) Schedules will be posted two (2) weeks in advance and will cover a four (4) week period. At that time a hard copy of the final Planned Schedule will be posted on the Unit. Subsequent changes to the Final Planned Schedule will be made using the computerized system only. The Centre will not amend the hard copy to reflect adjustments made after the date of posting;
- (g) The Centre will schedule a nurse who normally rotates to work at least fifty percent (50%) of her/his tours on the day tour unless otherwise mutually agreed; [Full-time Only]
- (h) At least forty-eight (48) hours time off shall be scheduled following the night tour when changing schedules to either the day tour or the evening tour; unless otherwise mutually agreed;

- (i) No split tours;
- (j) For the purposes of this Article the first tour of the day will be considered to be the night tour;
- (k) A nurse will not be required to change tours more than once per week;
- (l) Prior to altering the starting or finishing times on a unit, or introducing different shifts, the nurses on the unit will be consulted for input and their comments. The Local Bargaining Unit President shall be notified prior to the Centre implementing any such changes;
- (m) The Centre will endeavour to obtain the consent of a nurse before changing her/his posted schedule;
- (n) The Centre will endeavour to equitably distribute shift work amongst nurses in a unit working the same shift rotation;

F.4 For the purposes of scheduling, weekends shall be defined as consisting of any fifty-six (56) consecutive hour period off following the completion of the Friday day tour. All nurses shall be scheduled every other weekend off unless otherwise mutually agreed to by the Centre and the Union. The parties agree that this arrangement applies to an individual, not to a position.

F.5 A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a second consecutive and subsequent weekend save and except where:

- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- (b) such nurse has requested weekend work; or
- (c) such weekend is worked as a result of an exchange of shifts with another nurse and which has been approved by the Service Manager.

F.6 A nurse who elects to take time off in lieu of payment for overtime as provided for in Article 14.09 must do so within a period of sixty (60) consecutive days of the date on which she/he worked overtime. The scheduling of the time off will be by mutual agreement between the nurse and the Centre. If the time off cannot be scheduled within the said time period the nurse will be paid for the time.

F.7 As per 10.08 (a) of the Central Collective Agreement, when it is necessary to reassign staff from one unit to another for a single or partial shift, the reassignment will first be offered on a voluntary basis, subject to maintaining operational requirements and provided the nurse is qualified to perform the work in question. If there are no such volunteers, or should this not be operationally feasible, nurses will be assigned in the reverse order of seniority provided such nurses are qualified to perform the work in question.

It is understood that if there are no volunteers, the following principles will be adhered to:

- (a) agency nurses will be floated first, if possible; otherwise casual nurses will be floated first;

- (b) if no agency/casual nurses are available, part-time nurses will float in reverse order of seniority;
- (c) if no part-time nurses are available, and there are full-time float positions within the pod, the full-time float nurse will float within the pod;
- (d) if the above are not available, full-time nurses will float in reverse order of seniority.

It is understood that an employee will not float during their probationary period.

F.8

Extended Tours

- (a) Extended tours will be introduced into any unit when:
 - i) 80% of the nurses affected so indicate by secret ballot; and
 - ii) the Centre agrees to implement extended tours. Such agreement will not be withheld in an arbitrary manner.
- (b) There will be a trial period of a minimum of sixteen (16) weeks with the option of extending for up to an additional sixteen (16) weeks.
- (c) Extended tours will be continued on a unit when 80% of the nurses so affected indicate, by secret ballot, their willingness to work extended tours.
- (d) Extended tours may be discontinued when:
 - i) 70% of the nurses affected so indicate by secret ballot; or
 - ii) the Centre, because of adverse effects on patient care or the inability to produce a workable staffing schedule, states its intention to discontinue the extended tours.
- (e) When notice of discontinuation is given by either party in accordance with paragraph 4, then:
 - i) the parties shall meet within two (2) weeks of receipt of the notice of discontinuation; and
 - ii) where it is determined that extended tours will be discontinued, affected nurses shall be given sixty (60) days` notice before the schedules are so amended.
- (f) The feasibility of continuing extended tours will be assessed on a regular basis. Criteria for the assessment to include the following:
 - i) review of standards of patient care;
 - ii) scheduling - incidents and problems incurred with relief staffing;
 - iii) recruitment;
 - iv) absenteeism;
 - v) turnover;
 - vi) budgetary constraints;

- vii) overtime;
 - viii) employee incidents.
- (g) A nurse cannot be scheduled to work more than three (3) consecutive extended tours.
- (h) Nurses shall receive every second (2nd) weekend off unless otherwise agreed upon between the Centre and the individual nurse, or fifty percent (50%) of weekends (i.e. over a month, two (2) out of every four (4) will be scheduled off if agreed upon by the Centre and a group of nurses.

A weekend off shall consist of six (6) consecutive extended tours, which shall commence no later than 1930 hours Friday.

A nurse will receive premium pay as defined in Article 14.03 for all hours worked on a second consecutive and subsequent weekend until a weekend is scheduled off, except in the case of employees who work two (2) out of every four (4) weekends, the premium will be paid for all hours worked on any weekend in excess of two (2) weekends in every four (4) consecutive weekend periods, save and except where:

- i) such weekend has been worked by the nurse to satisfy specific days off required by such nurse; or
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of shifts with another nurse.
- (i) Schedules will be posted two (2) weeks in advance and will cover a four (4) week period. At that time a hard copy of the final Planned Schedule will be posted on the Unit. Subsequent changes to the Final Planned Schedule will be made using the computerized system only. The Centre will not amend the hard copy to reflect adjustments made after the date of posting.
- (j) The Centre will endeavour to obtain the consent of a nurse before changing her/his posted schedule.
- (k) A request by a nurse for change of scheduled working hours must be submitted seventy-two (72) hours in advance to the Service Manager for her/his approval in writing co-signed by the nurse willing to exchange tours. In extenuating circumstances requests received less than seventy-two (72) hours in advance of the proposed change may be considered.
- (l) At least fifty percent (50%) of tours worked shall be on the day shift, except where the nurse chooses to work straight shift or a greater percentage of shifts.
- (m) A nurse will not be required to change tours of duty more than once during a week, unless otherwise agreed by the nurse.
- (n) A minimum of four (4) consecutive tours off shall be scheduled following scheduled night shifts unless otherwise agreed.

- (o) No split tours.
- (p) The scheduling regulations included in F.8 may be waived between December 15 and January 15 to provide for Christmas and New Year's scheduling. Nurses will be scheduled off at least five (5) consecutive days at either Christmas or New Year's. Each nurse will be advised of time off four (4) weeks in advance. Time off at Christmas includes December 24th and 25th, or December 25th and 26th. Time off at New Year's includes December 31st and January 1st.

Nurses will indicate their preference for time off at either Christmas or New Year's on a list posted on each unit. In the event of a scheduling conflict, alternating Christmas or New Year's time off will be the deciding factor.

- (q) Prior to altering the starting or finishing times on a unit, or introducing different shifts, the nurses on the unit will be consulted for input and their comments. The Local Bargaining Unit President shall be notified prior to the Centre implementing any such changes.
- (r) Nurses who work schedules where 7.5 hour tours and 11.25 hour tours are combined shall not be scheduled to work consecutive tours of more than:
 - i) two (2) 11.25 hour tours and two (2) 7.5 hour tours.
 - ii) three (3) 7.5 hour tours and one (1) 11.25 hour tour.

F.9

Unit Weekend Schedule

(a) Introduction Of Unit Weekend Schedule

The parties are committed to providing ongoing communication to the Registered Nurses in the bargaining unit. A meeting will be held with the Scheduling Committee and the Registered Nurses on each Unit to ensure that everyone understands the requirements of this special schedule. This meeting will be held for all nurses on each Unit prior to conducting the secret ballot vote, and prior to posting the positions.

A Unit weekend schedule will be introduced into any Unit when:

- i) 80% of the Registered Nurses on a unit so indicate by secret ballot their willingness to participate in a master schedule that accommodates the Weekend Worker.
- ii) The Centre and the Union agree to implement a unit weekend schedule. Such agreement will not be withheld in an unreasonable or arbitrary manner.

The secret ballot vote will be conducted by the Scheduling Committee, and the Scheduling Committee will post the results.

The scheduling committee will meet to establish a master schedule that accommodates the Weekend Worker.

The positions required to accommodate the Unit Weekend Schedule will be posted on the Unit and filled by seniority from amongst the full-time

Registered Nurses on the Unit. If the position is from a vacancy it will be filled in accordance with Article 10.07(a). The filling of such positions will not result in the lay-off or loss of hours of work of any full time or regular part time Registered Nurse.

(b) Trial Period

For the period of the trial, a weekend worker requesting vacation will not be included in the Unit's vacation quota.

The trial of the Unit Weekend Schedule will run for a six (6) month period agreed upon by the parties.

After three (3) months of the trial period, a meeting will be held with the Registered Nurses on the Unit, and the Scheduling Committee to evaluate the trial period and make recommendations to improve the schedules if needed.

After five (5) months of the trial period, the parties agree to meet in order to evaluate the Unit Weekend Schedule trial. The parties will consider the impact of the schedule with regard to adverse effects on patient care and/or the inability to produce a workable schedule. Either party may elect to discontinue the trial based upon the above evaluation.

Where the Registered Nurses in the Weekend Worker position indicate their willingness to continue with the new master, a further vote will be conducted on the Unit. This vote will require that 80% of the Registered Nurses on the Unit indicate their willingness to continue with the new master schedule thus terminating the trial period. Where less than 80% of the Registered Nurses on the Unit are unwilling to continue, the trial will be terminated, and the Registered Nurses will return to their previous positions and master schedules.

(c) Averaging Of Hours

The parties agree that each unit will develop a Unit Weekend Schedule in which a full-time Registered Nurse works a weekly average of thirty (30) hours, but must include two (2) eleven and a quarter (11.25) hour tours scheduled on each weekend in accordance with Article 13.04 (h) and F.8 (where applicable) of the Collective Agreement. The Scheduling Committee and the Weekend Worker will meet to determine the scheduling of the additional seven and a half (7.5) hour tour per week, prior to commencing the weekend schedule. It is permissible for the Weekend Worker to work four (4) eleven and a quarter (11.25) hour tours over such six (6) week period rather than six (6) 7.5 hour tours.

(d) Consecutive Weekend Language

Weekend Workers are not eligible for premium payment for consecutive weekends worked, as described in the scheduling provisions of the Local Appendix, Article F.5 and Article F.8 (h).

(e) Paid Holiday Bank and Vacation Bank

Registered Nurses who fill the Unit Weekend Schedule positions will be allowed to carry over their paid holiday and their vacation bank credits accumulated at the time of their filling the Unit Weekend Schedule positions.

(f) Scheduling Provisions

The scheduling provisions of the Local Appendix will apply, except as modified within the Unit Weekend Schedule Provisions.

(g) Christmas Period

The local provisions related to scheduling will apply, except as modified to confirm that the Weekend Worker will continue to work weekends during this period.

(h) Tour Exchange

Weekend tour exchanges will be permitted only between weekend workers. Weekday tour exchanges will be permitted, provided the Centre does not incur additional costs. In all instances of tour exchange, the tours must be of the same duration. Tour exchanges are subject to the requirements of Article F.3 (b) and Article F.8 (k) of the Collective Agreement.

(i) Scheduling of Vacation

Vacation will be scheduled in accordance with the current scheduling practice in accordance with Article K of the Local Appendix of the Collective Agreement.

(j) Pension

A Full-time Registered Nurse working the Unit Weekend Schedule will continue to be a member of the Hospitals of Ontario Pension Plan. The parties agree that for pension purposes, there will be no reduction in the normal 37.5 hours per week pension contribution made by a Registered Nurse and/or the Centre under this agreement.

(k) Dispute Resolution

The parties agree that any issues or concerns regarding the Unit Weekend Schedules may be discussed at the Scheduling Committee meetings.

(l) Discontinuation

A Unit Weekend Schedule may be discontinued when:

- i) 70% of the nurses affected so indicate by secret ballot; or
- ii) the Centre, because of adverse effects on patient care or the inability to produce a workable staffing schedule, states its intention to discontinue the Unit Weekend Schedule.

Ninety (90) days notice must be provided by the party who wishes to discontinue the weekend schedule. 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 Schedule be discontinued, the Registered Nurses in these positions will revert back to their previous positions and the previous master schedule will be put in place.

A Weekend Worker may discontinue the Unit Weekend Schedule with sixty (60) days' notice. Such positions will be posted in accordance with paragraph (a) above. If there is no applicant, the Unit Weekend Schedule will be discontinued.

ARTICLE G - COMMITMENT FOR REGULAR PART-TIME NURSES

G.1 A regular part-time nurse will be required to sign a "Commitment Form" which will contain the following conditions:

- (a) Available to work a minimum of forty-five (45) hours in a pay period.
- (b) Available to rotate through two (2) shifts.
- (c) Available to work three (3) weekends in six (6).
- (d) Available to work twelve (12) months in the year with time off, in lieu of vacation, in accordance with Article K.
- (e) Available to work six (6) of the designated holidays (as set out in the Collective Agreement). One of these holidays to be either Christmas or New Year's.
- (f) Available for the Christmas period (including December 24th, December 25th and December 26th) or New Year's period (including December 31st and January 1st).
- (g) Notwithstanding G.1 (a), the Centre and the Union may agree in certain circumstances that a lesser commitment will be accepted on an ongoing basis. Such an agreement shall be established by mutual agreement in writing of the Centre and the **Union** and the nurse affected. The parties agree that the arrangement applies to the individual, and not the position. The parties mutually agree that verbal consent serves as agreement prior to the signing of the written agreement.

G.2 (a) All Regular Part-time nurses on each unit will be scheduled up to their commitment in each pay period on an equitable basis prior to the schedule being posted. All Regular Part-time nurses will be scheduled up to their commitment before any Casual Part-time nurses are utilized.

Prior to offering additional tours to any Regular Part-time nurse on each unit, the Centre will schedule all Regular Part-time nurses up to their commitment. The Centre may schedule a Regular Part-time nurse on a unit other than her

home unit to ensure a nurse is scheduled up to her/his commitment, provided the nurse is qualified to work on another unit within the Centre.

- (b) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Centre will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:
- i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Centre;
 - ii) a tour will be deemed to be offered whenever a call is placed;
 - iii) it is understood that the Centre will not be required to offer tours which would result in overtime premium pay;
 - iv) when a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Centre are made;
 - v) provided they are qualified, nurses may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing Centre practice.

ARTICLE H - CASUAL PART-TIME

- H.1 If a casual part-time nurse has not been available or refuses to work for two (2) months, she/he will be given 3 weeks written notice of the Centre's intention to remove her/him from the call list. Should the casual part-time nurse fail to respond to this letter within 2 weeks of the mailing, she/he will be removed from the call list. Should the nurse wish to remain on the call list she/he must so signify in writing within this 2 week period and will only remain on the call list if she/he works within the following 4 weeks, failing which she/he will be removed from the call list without further notice. Nurses who have pre-arranged an extended leave and wish to temporarily remove their names from the call list shall be exempt from the present provision.

ARTICLE I - SCHEDULING OF SHORT TOURS

Where part-time nurses are scheduled to work less than a normal tour (7.5 hours), Article F applies in its entirety except as amended by the following:

- I.1 No regular part-time nurse will be scheduled to work solely on tours which are comprised of less than 7.5 hours in any pay period except where such arrangements are agreed to by the nurse.
- I.2 The Centre will endeavour to keep the number of tours comprised of less than 7.5 hours to a reasonable level.
- I.3 Nurses working shifts comprised of less than 7.5 hours shall be granted a paid rest period.

- I.4 Nurses working tours comprised of less than 7.5 hours shall not be scheduled to work more than seven (7) consecutive tours. If a nurse is required to work on a eighth (8th) consecutive and subsequent tour, then she/he will receive premium pay for each tour so worked until a day off is scheduled.
- I.5 Nurses working tours of less than seven and one-half (7.5) hours will be paid premium rates in accordance with Article 14 for all hours worked in excess of the scheduled short tour.

ARTICLE J - PAID HOLIDAYS

- J.1 The following shall be recognized as paid holidays and payment for full-time and part-time nurses shall be as provided for in Article 15:
- | | |
|---|---------------------------|
| January 1st | |
| Family Day (3 rd Monday in February) | Civic Holiday |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | December 25 th |
| July 1st | December 26 th |
| Nurses' Birthday (Part-time only) | |
- One (1) Float Holiday, Full-time only (Float Day to be taken at a mutually agreed time)
- J.2 A nurse who is entitled to a lieu day as provided for in Article 15.05, such day shall be granted within ninety (90) days after the date on which the holiday was observed, to be taken on a day arranged between the nurse and her/his Immediate Supervisor. [Full-time Only]
- J.3 A nurse who is entitled to a day as provided for in Articles 15.04 (a) and 15.04 (b) will receive a lieu day off at a time arranged between the nurse and her/his immediate Supervisor. [Full-time Only]
- J.4 The parties hereto recognize that the Centre must extend daily service to patients and that the Centre operates on a twenty-four (24) hour, seven (7) day a week basis; it is therefore necessary to retain a large portion of the nurse complement even on holidays. When a paid holiday falls on a Friday or a Monday, the Centre will endeavour to provide the holiday off to nurses who are scheduled off on the weekend immediately adjacent to the holiday. Similarly, the Centre will endeavour to schedule nurses who are scheduled on the weekend immediately adjacent to the holiday to work on the paid holiday. This provision is not applicable to December 25th, December 26th, and January 1st. This provision is applicable to either Easter Monday or Good Friday, but not to both. First priority in the application of this clause will be afforded full-time employees.
- J.5 For purposes of this Article in the matter of the determining of the time period for which a nurse will be paid overtime premium when working on a holiday will be the shift where the majority of hours are scheduled on the holiday.

ARTICLE K – VACATION

- K.1 It is understood and agreed that vacation weeks are not necessarily continuous, however, the Centre will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates and the continuity of weeks subject to the needs to meet the operating requirements of the Centre.
- K.2 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation. For part-time employees this will only apply provided the pre-scheduling of the nurse is feasible.
- K.3 All vacation requests shall be submitted in writing to the Service Manager:
- (a) By March 1st for vacation requests spanning June 1-November 30. Such requests will be processed and posted by April 1st of each year.
 - (b) By October 1st for vacation requests spanning December 1 - May 31. Such requests will be processed and posted by November 1st of each year.
 - (c) A nurse may carry over a maximum of one (1) week of unused vacation time into the following vacation year for special circumstances.

Requests for vacation that are not submitted prior to the deadlines above will be considered on an individual basis but it is understood that nurses must give at least eight (8) weeks' notice. Vacation requests may be granted with less notice subject to operational requirements; however, once the work schedule has been posted a vacation request will not be granted unless a suitable, available replacement has been identified.

- K.4 In scheduling vacation time off preference will be given to nurses in accordance with their seniority provided the nurse exercises this right by March 1st or October 1st of each year, depending upon the vacation period, after which time preference will be allocated on a first come first served basis.

Seniority as it applies to this clause is based on a nurse's West Park Healthcare Centre seniority and which may be exercised in the unit to which she/he has been assigned.

- K.5 A nurse will be scheduled off for the Saturday and Sunday following a vacation that terminates on a Friday unless otherwise mutually agreed by the Centre and the nurse.
- K.6 The vacation year for the purpose of entitlement shall be from the 1st of July in one year to the 30th of June of the next year and all vacation earned up to and including the 30th of June in any year must be taken before the 31st of March of the following year. Due to the necessity of allowing as many nurses off as possible over the Christmas and New Year's holidays, vacations will not be scheduled for the period from December 21st to January 5th.

Exception: On units that are closed over the Christmas and New Year's period vacations will be granted to those nurses that request it, subject to operational needs.

- K.7 It is understood and agreed that after six (6) months of continuous service a nurse will be eligible to take vacation entitlement she/he has accumulated to that date subject to the provisions of clauses K.1 and K.3. [Full-time Only]

ARTICLE L - BULLETIN BOARDS

- L.1 The Centre will provide glassed-in bulletin boards in areas designated by the Centre for the purpose of posting of notices by the Union. All notices must be signed by a member of the Union Local Executive and be submitted to the Centre's Chief Human Resources Officer or her/his appointee. No notice will be posted until said Chief Human Resources Officer or her/his appointee has approved it. Such approval shall not be unreasonably denied. The keys for the glassed-in bulletin boards are jointly held by the Centre and the Union.

ARTICLE M - ASSOCIATION LEAVE

- M.1 Leave of absence for Union business shall be granted up to an aggregate total of five hundred hours in any calendar year. This combined total shall be calculated by adding together the number of hours granted to each individual nurse. Requests for leave must be in writing and submitted by the nurse not less than fourteen (14) days prior to the date of the requested leave. Not more than three (3) nurses will be absent at the same time. Leave of absence under this clause will not be arbitrarily withheld.

ARTICLE N - SICK LEAVE / BENEFITS

- N.1 In order to qualify for sick leave a nurse must notify the staffing office at least two (2) hours prior to the beginning of a scheduled day tour; and at least three (3) hours prior to the beginning of a scheduled afternoon or night tour, save and except in emergency situations where the nurse is unable to do so. [Full-time Only]
- N.2 Early Retiree Benefits
- The Centre will notify the Union of the benefit costs to retired nurses in April of each year.
- N.3 The Centre agrees to provide part-time nurses with access to group life, disability and health benefits on a pay direct basis. It is understood and agreed that the part-time nurses who participate will assume the full cost of the premiums associated with such coverage.

ARTICLE O – MISCELLANEOUS

- O.1 Prepaid Leave
- The Centre agrees that in the application of Pre-Paid Leave Plan there will be a maximum of one (1) nurse per suite/unit away at any one time. The cumulative total number of nurses who may avail themselves of this plan at any one time will not

exceed 5% of the total nursing complement. Any application in excess of these numbers will be considered at the discretion of the Centre.

O.2 Education

When the Centre requires that nurses must attain a specific certification and/or attend education workshops or courses, the Centre agrees to pay for the cost of the workshop/courses as well as compensate the nurses for their time spent while attending the workshop/courses at straight time.

ARTICLE P - JOB SHARING

P.1 Whereas the parties have entered into a Collective Agreement: and

Whereas the parties are desirous of implementing a job-sharing program for nurses working at West Park Healthcare Centre;

Now therefore it is agreed as follows:

- (a) Job-sharing is defined as one full-time position being shared by two nurses.
- (b) The number of job-sharing positions to be established will be determined by the Centre in consultation with the Ontario Nurses' Association.
- (c) Job-sharing requests with regard to full-time positions shall be considered on an individual basis.
- (d) Total hours worked by the Job Sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Service Manager.
- (e) The above schedules shall conform with the scheduling provisions of Article F of the Collective Agreement which sets out scheduling.
- (f) Each Job Sharer may exchange shifts with her/his partner, as well as with other nurses as provided by the Collective Agreement.
- (g) Coverage
 - i) It is expected that both Job Sharers will cover each other's absences. If, due to unavoidable circumstances, one cannot cover the other, normal reporting procedures will apply. Job-sharers are not required to cover for their partner in the case of prolonged or extended absences.
 - ii) In the event of Vacation, Maternity Leave and other leaves pursuant to Article 11 of the Collective Agreement, the coverage will be negotiated with the Service Manager, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

(h) 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.

(i) An incumbent full-time nurse wishing to share her/his position, subject to the provisions of Item (b) above, may do so without having her/his half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

(j) 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 nurse will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the position will be posted according to the Collective Agreement.

(k) Newly-hired job sharers will be subjected to the same probationary period as part-time nurses. Nurses transferring to a job-shared position will be subjected to the probationary period applicable to transfers.

(l) For all purposes other than those covered in this Article, Job Sharers will be treated as regular part-time nurses.

(m) Discontinuation

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

Should the Centre discontinue job sharing, the employees currently working those arrangements will exercise her/his layoff bumping rights to obtain a part-time position.

ARTICLE Q - PERMANENT AFTERNOON/NIGHT SHIFT

Q.1 (a) A nurse currently working permanent afternoon or night shift shall retain the right to work that permanent shift. However, nurses currently working permanent afternoon or night shift may be required by the Centre to work days for a period of up to four (4) weeks for the purpose of training, education, evaluation or orientation. The Centre will endeavour to provide as much advance notice as is practical.

(b) Such a nurse may transfer out of the permanent evening or night shift, upon request, with reasonable notice to the Centre.

ARTICLE R – EARLY AND SAFE RETURN TO WORK AND WSIB

R.1 Early and Safe Return to Work

The Centre and the Union are committed to a consistent and fair approach to meeting the needs of disabled workers, to returning them to work and to meeting the parties' responsibilities under the law.

To that end, the Centre and the Union agree to cooperate in facilitating the return to work of disabled nurses. The Centre and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

- (a) An ad-hoc Return to Work Committee will be established when required to develop a return to work plan. Such Committee will normally be comprised of the Employee, a Union Representative, and Occupational Health representative or delegate and the employee's Manager. 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 Centre 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 WSIB 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 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.
- (d) When a returning nurse is in need of modified work the Centre will convene, if necessary, a meeting of an ad-hoc Return to Work Committee. It is acknowledged that not all requests for modified work shall necessitate meeting(s) of a committee. Meeting(s) will be required to discuss any permanent accommodation.
- (e) When required, 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 arrangement.
 - 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 R.1 (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 Centre 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.

R.2 Workplace Safety Insurance Board

The Centre agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time it is sent to the Board.

ARTICLE S – OCCUPATIONAL HEALTH AND SAFETY

S.1 Violence in the Workplace

- (a) Violence shall be defined as any incident in which a nurse is threatened or assaulted during the course of their employment. This includes the application of force, threats with or without weapons, as well as severe verbal abuse. The Centre agrees that such incidents will not be condoned in the workplace. Any nurse who encounters such acts of violence in the workplace shall report this to his/her immediate supervisor, whether experienced directly by the nurse, or if witnessed as an incident involving another employee.
- (b) The Centre agrees to develop explicit policies and procedures in consultation with the Joint Occupational Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations. These policies and procedures shall be communicated to all employees.
- (c) The Centre will ensure that there is a procedure to report all incidents of violence to the Joint Occupational Health and Safety Committee.
- (d) The Centre will ensure that all assaults resulting in injury are reported to the Workplace Safety and Insurance Board (WSIB) in accordance with WSIB policy.
- (e) The Centre, with the nurse's consent, will inform the Bargaining Unit President within three (3) days of any nurse who has been assaulted while performing his/her work. Such information shall be submitted, in writing, to the Association as soon as possible.
- (f) The Centre will consider a request for reimbursement for damages incurred to the nurse's personal property.

S.2 Musculoskeletal Injury Prevention and Control

- (a) The Centre in consultation with the Joint Occupational Health and Safety Committee shall develop, establish and put into effect, musculoskeletal injury prevention and control measures for the health and safety of workers. Such measures may include but shall not be limited to practices and procedures, recommended equipment and training.
- (b) 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.

S.3 Needlestick/Sharps Safety

- (a) Where workers may be exposed to a blood borne pathogen, the Centre in consultation with the Joint Occupational Health and Safety Committee, shall identify exposure risks and develop and implement an exposure control plan designed to eliminate or reduce to the lowest feasible extent, actual or potential exposure.

- (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 Centre shall adopt measures to ensure the timely provision of post-exposure medical attention to any employee who receives a sharps injury. The Centre also shall ensure that a post-exposure protocol is accessible and is communicated to all employees.

DATED AT TORONTO, ONTARIO, THIS 29th DAY OF October, 2008.

FOR THE CENTRE

D. Kenneth
Michelle Weidman
L. Catapano
[Signature]

FOR THE UNION

R. Toddell
MLW
Edythe Barriault
[Signature]

LETTER OF UNDERSTANDING

Between:

West Park Healthcare Centre
("The Centre")

And

Ontario Nurses' Association
("The Union")

Re: Late Career Nurse Initiative

Whereas the Centre has received funding from the Ministry of Health and Long Term Care for Late Career Nurse's initiative, both parties agree to the following:

1. The Centre can provide opportunities for focused assignments/projects.
2. The late career vacancy will be backfilled in accordance with 10.07 (d). If the backfill vacancy is filled by an external hire, 10.08 does not apply.

DATED AT TORONTO, ONTARIO, THIS 11 DAY OF October, 2008.

FOR THE CENTRE

A. Bennett

Michele Kudman

L. Catapano

[Signature]

FOR THE UNION

R. Todtill

MLL

Edythe Barriault

[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

West Park Healthcare Centre
(The "Centre")

AND

The Ontario Nurses' Association
(The "Union")

Re: Extension of Full-time Team Leader Rotation Arrangement on a Chronic Assisted Ventilatory Care (CAVC) Services

The parties agree that the current rotation arrangement will extend until approximately May 30, 2009. The purpose of the extension is to continue to allow current incumbents to develop leadership, problem solving, conflict management, critical thinking and negotiation skills as well as provide clinical expertise and continuity of care on the CAVC Unit. In addition, the CAVC Unit has funding to expand and construction is anticipated to be completed April 2009.

Should there be any disagreement as to the order of the rotation, seniority will govern meaning that the most senior RN has the first choice in the schedule and so forth. The extension will commence immediately with existing RNs who continue in the rotation.

It is understood that each individual rotation will continue for a minimum of two (2) months. As such, the rotation will be divided as equitably as possible and the length of the rotation will depend on the number of RNs who continue in the rotation.

Should any part-time RN be included in this rotation, the RN will maintain their part-time status but will work full-time hours during their rotation and be credited with seniority.

The parties agree that the RNs who participate in the rotation may need to adjust their master schedule as needed during the extension in order to facilitate the scheduling of the shifts vacated by the person in the Team Leader position at the time.

The parties agree that the Team Leader is not included in the current RN staffing count and will work primarily days but may be required to adjust his/her start and finish times depending on the needs of CAVC Services. In addition, some evenings and weekends may be required.

During the RN's turn in the rotation, the RN will be paid a premium of \$1.00/hour in addition to her/his regular salary as per Article 19.04(d) of the ONA Collective Agreement.

At the end of the extension, the Centre and the Union will meet to discuss the options of either extending the rotation, making the rotation permanent or posting a full-time Team Leader position to be filled by one incumbent.

Thirty (30) days' notice must be provided by the party who wishes to discontinue this extension. 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.

The Union reserves the right to grieve Article 19 related to the establishment of a new classification should the permanent full-time Team Leader position be posted at the end of the extension. The parties agree that there shall be no retroactive liability as a result of this agreement.

This agreement is made on a without prejudice and precedent basis.

DATED AT TORONTO, ONTARIO, THIS 29th DAY OF October, 2008.

FOR THE CENTRE

A. Kennedy

Michelle Weedman

J. Catapano

[Signature]

FOR THE UNION

[Signature]

[Signature]

Edythe Bauvauck

[Signature]
