

**COLLECTIVE AGREEMENT**

**Between:**

**BAYCREST CENTRE  
(Hereinafter referred to as the “Employer”)**

**And:**

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

**Combined**

**Expiry Date: March 31, 2023**

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**APPENDIX 3****SALARY SCHEDULES**

Full-time Registered Nurses will be compensated in accordance with Article 19.

**Classification - Registered Nurse**

	Effective April 1, 2021	Effective April 1, 2022
Start	\$33.90	\$34.24
1 Year	\$34.06	\$34.40
2 Years	\$34.62	\$34.97
3 Years	\$36.34	\$36.70
4 Years	\$38.05	\$38.43
5 Years	\$40.19	\$40.59
6 Years	\$42.36	\$42.78
7 Years	\$44.52	\$44.97
8 Years	\$47.69	\$48.17
25 Years	\$48.53	\$49.02

**Classification – Registered Nurse Permanent Team Leader/Enhanced Team Leader**

	Effective April 1, 2021	Effective April 1, 2022
Start	\$50.53	\$51.04

**Classification – Clinical Nurse Educator**

	Effective April 1, 2021	Effective April 1, 2022
Start	\$41.71	\$42.13
1 Year	\$41.89	\$42.31
2 Years	\$42.07	\$42.49
3 Years	\$43.27	\$43.70
4 Years	\$44.50	\$44.95
5 Years	\$46.03	\$46.49
6 Years	\$47.55	\$48.03
7 Years	\$49.11	\$49.60
8 Years	\$51.35	\$51.86
25 Years	\$51.94	\$52.46

**Classification - Clinical Nurse Specialist**

	Effective April 1, 2021	Effective April 1, 2022
Start	\$47.52	\$48.00
1 Year	\$48.13	\$48.61
2 Years	\$48.62	\$49.11
3 Years	\$50.78	\$51.29
4 Years	\$52.92	\$53.45
5 Years	\$55.08	\$55.63
6 Years	\$57.25	\$57.82
7 Years	\$59.14	\$59.73
8 Years	\$60.33	\$60.93

**Classification – Nursing Informatics Specialist and Clinical Information Nurse**

	Effective April 1, 2021	Effective April 1, 2022
Start	\$39.25	\$39.64
1 Year	\$40.03	\$40.43
2 Years	\$41.24	\$41.65
3 Years	\$42.47	\$42.89
4 Years	\$43.75	\$44.19
5 Years	\$45.07	\$45.52
6 Years	\$46.42	\$46.88
7 Years	\$47.82	\$48.30
8 Years	\$49.26	\$49.75
25 Years	\$50.73	\$51.24

**Classification – Nurse Practitioner**

	Effective April 1, 2021	Effective April 1, 2022
Start	\$51.02	\$51.53
1 Year	\$52.45	\$52.97
2 Years	\$54.41	\$54.95
3 Years	\$57.99	\$58.57
4 Years	\$62.33	\$62.95
8 Years	\$62.95	\$63.58
25 Years	\$64.14	\$64.78

**Classification – Registered Nurse Utilization Coordinator and RN Coordinator**

	Effective April 1, 2021	Effective April 1, 2022
Start	\$39.95	\$40.35
1 Year	\$39.94	\$40.34
2 Years	\$42.20	\$42.62
3 Years	\$44.47	\$44.91
4 Years	\$46.74	\$47.21
5 Years	\$50.07	\$50.57
25 Years	\$50.95	\$51.46

## APPENDIX 5

### LOCAL ISSUES

It is the mutual goal of both parties to work together to secure quality nursing care and health protection for patients.

#### ARTICLE A – RECOGNITION

##### A.01 Full-time

The Centre recognizes the Union as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity at Baycrest Hospital, Jewish Home for the Aged and the Terrace at Baycrest Centre (hereinafter referred to as “the Centre”) in Toronto, save and except Nurse Manager and persons above the rank of Nurse Manager.

##### Part-time

The Centre recognizes the Union as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity at Baycrest Hospital, Jewish Home for the Aged and the Terrace at Baycrest Centre (hereinafter referred to as “the Centre”) in Toronto, save and except Nurse Manager and persons above the rank of Nurse Manager.

A.02 The word "nurses" when used throughout this Agreement shall mean only persons included in the above described bargaining unit.

A.03 “Nurse Manager” or “Resource Person” when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

#### ARTICLE B – RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

B.01 The Union recognizes that the management of Baycrest and the direction of working forces are fixed exclusively in Baycrest, and shall remain solely with Baycrest, except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of Baycrest to:

1. Maintain order discipline and efficiency;
2. Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided that a claim of discharge, suspension or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided.
3. Determine in the interest of efficient operation and highest standard of service, job rating or classifications, work assignment, methods of doing the work, the working establishment for the service and the hours of work. It being agreed that the management policies of Baycrest shall not be inconsistent with the agreed upon hours of work as specifically set out elsewhere in this Agreement.

4. Generally to manage the operation that Baycrest 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 method, procedures and equipment in connection therewith.

B.02 In order for a rule or regulation, unilaterally introduced by Baycrest and not subsequently agreed to by the Union, to be enforced, it must satisfy the following requisites:

1. It must not be inconsistent with the collective agreement.
2. It must not be unreasonable.
3. It must be clear and unequivocal.
4. It must be brought to the attention of the nurses before it can be enforced.
5. The employee concerned must have been notified that a breach of such rule could result in discharge if the rule is used as a foundation for discharge.
6. Such rule should have been consistently enforced by Baycrest from the time it was introduced.

### **ARTICLE C – INTERVIEW WITH NEW EMPLOYEES**

C.01 The Union interview will be scheduled for a period of thirty (30) consecutive minutes as part of Baycrest's general orientation. The interview meeting will not take place during any scheduled lunch or break period. At least five (5) calendar days in advance of the interview, Baycrest will provide the Bargaining Unit President or designate with the known names, classification, date of hire and area assigned of the nurses who will be attending the interview.

### **ARTICLE D – HOSPITAL ASSOCIATION COMMITTEE/LABOUR MANAGEMENT COMMITTEE**

D.01 This committee shall be composed of five (5) representatives of the Union and five (5) representatives of Baycrest.

Quorum is recognized as being two (2) representatives in attendance from each side as per the current terms of reference.

If a nurse attends such committee outside regularly scheduled hours, she/he may elect to receive lieu time off in accordance with Articles G.04 and G.05 or payment at their regular straight time hourly rate of pay for all time spent in attendance.

## **ARTICLE E – UNION REPRESENTATIVES**

### E.01 Union Representatives

There are sixteen (16) unit/floor representatives for the following areas:

Hospital – no more than one per unit	=	8
Apotex Centre – no more than one per floor	=	4
Ambulatory Clinic/Day Treatment Centre		
Brain Health Centre/Interprofessional Primary Care Team	=	2
The Terraces	=	1
Nursing Resource Team	=	1

### E.02 Grievance Committee

The Grievance Committee shall be composed of three (3) nurses.

### E.03 Negotiating Committee

The Negotiating Committee shall be composed of five (5) nurses.

### E.04 Professional Development Committee

- (a) Baycrest will have a Professional Development Committee which includes six (6) representatives of the Union.
- (b) Quorum is recognized as being two (2) representatives in attendance from each side as per the current terms of reference.
- (c) If a nurse attends such committee outside regularly scheduled hours, she/he may elect to receive lieu time off in accordance with Articles G.04 and G.05 or payment at their regular straight time hourly rate of pay for all time spent in attendance.

### E.05 Joint Health and Safety Committee

Baycrest will recognize one bargaining unit employee of the Joint Health and Safety Committee. When the regular member is not available he/she may be replaced by an alternate, appointed by the Union.

### E.06 Scheduling Committee

Where Baycrest intends to make changes to the master schedule it will provide details of those schedule changes to the Union at least 14 days in advance of the new schedule being posted. The Scheduling Committee will meet within 7 days of this notification in order to review the intended changes. The Scheduling Committee will be comprised of the Bargaining Unit President and one (1) full time or one (1) part-time nurse appointed by the Union and an equal number of employer representatives.

The purpose of the Committee will be to act in an advisory capacity.



## **ARTICLE F – SCHEDULING**

(Articles F.01 – F.04 apply to both full-time and regular part-time nurses)

- F.01 Current practices for scheduling of the meal period and the rest period shall continue.
- F.02 Introduction of a longer daily tour must be with the approval of the Union.
- F.03 A nurse will receive premium pay as set out in Article 14.03 for all hours worked on a third consecutive and subsequent weekend save and except where:
- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - ii) such nurse has requested weekend work; or
  - iii) such weekend is worked as the result of an exchange of shifts with another nurse.

### F.04 Scheduling Regulations and Objectives

Baycrest will maintain the following regulations and objectives:

1. Schedules will be posted twenty-eight (28) days in advance. Daily schedules will be posted seven (7) days in advance. An index explaining Employee Schedule Portal (ESP) codes and shading will be posted along side schedules.

The Employer will endeavour to assign all work available in a unit prior to the posting of the schedule.

Requests for specific shifts, days off or other scheduling requests shall be submitted, in writing, to the Nursing Unit Manager/designate at least two (2) weeks prior to the posting of the schedule. The Nursing Unit Manager/designate shall respond to the request within five (5) business days.

2. Baycrest will schedule every other weekend off.
3. No less than two (2) consecutive tours shall be scheduled off between shift changes.
4. Christmas/New Year Period

A nurse will be scheduled off work for not less than five (5) consecutive days either at the Christmas or New Year's season, except in areas where nurses are not normally required to work on weekends and statutory holidays (clinics, Psych Day Hospital). Scheduled consecutive days off at Christmas will include December 24th, 25th, and 26th; consecutive scheduled days off at New Year's will include December 31st and January 1st. Requests for time off at the Christmas/New Year's season shall be completed by November 1 and the Christmas/New Year's schedule shall be posted by November 15. If conflicts arise, seniority within the unit shall be the deciding factor.

If a nurse wants to be scheduled off work for less than five (5) consecutive days, they may indicate this through the request for time off. Any vacant shift that occurs during this holiday period will first be scheduled for these nurses in the order of seniority in order to meet their request for less days off.

Where nurses of a unit choose, they may be scheduled to work alternating Christmas and New Year's periods.

The scheduling regulations and objectives will not operate during the period from December 18 to January 8.

A nurse may request vacation during the period where the scheduling regulations are not in operation. Such requests will be considered by Baycrest on a unit-by-unit basis once all employees on the unit have been scheduled for either the Christmas or New Year's period. These requests will be considered based on staffing needs and the ability of the unit to meet the exigencies of patient care.

5. Nurses will not be scheduled to work more than seven (7) consecutive tours. Premium pay will be paid for all hours worked on an eight (8<sup>th</sup>) consecutive and all subsequent consecutive tours.
6. Nurses employed on permanent shifts may be expected to rotate to the day tour for not more than four (4) weeks in each six (6) month period to facilitate assessment or upgrading skills and education with goals and objectives clearly outlined in writing seven (7) days before the nurse starts the rotation. This will not occur more frequently than once in a six (6) month period. Twenty-eight (28) days notice of this rotation will be given to the nurse.
7. Nurses assigned to rotating shifts will not be required to rotate over more than two (2) shifts and nurses who rotate shall work fifty percent (50%) on the day tour.
8. Nurses in the employ of Baycrest on January 22, 1986, will not be required to work rotating shifts (except for such rotation as provided for permanent shifts as set out above). Nurses in the employ of Baycrest on the 22<sup>nd</sup> of January, 1986 may, however, apply for and receive a rotating shift. Nurses hired subsequent to January 22, 1986 may be required to work rotating shifts with twenty-eight (28) days notice.
9. Members of the negotiating committee will not be scheduled to work the evening or night shift immediately preceding or after negotiations which commence during the hours of a day shift.
10. Requests for change in posted time schedules must be submitted to the Nurse Manager or designate prior to the requested shift to be changed on the appropriate form and co-signed by an employee of the same classification willing to exchange days off or tours. Such requests must be approved by the Nurse Manager or designate who will respond to the nurses' request by Baycrest email within five (5) business days and will not be unreasonably denied.

11. Weekend Definition

A weekend shall be defined as at least fifty-six (56) consecutive hours off from the completion of the Friday tour to the beginning of the Monday tour.

12. For the purposes of weekend premium as per Article 14.15 the 48 hour period will be defined as commencing from 0700 hours Saturday to 0700 hours Monday.

13. The first shift of the day is defined as the day tour.

14. At least forty-eight (48) hours off will be scheduled following a period of scheduled night tours.

15. Shift DifferentialHospital In-patient & Apotex Centre, Jewish Home for the Aged

For the purpose of paying the shift premium referred to in Article 14.10, the evening shift is defined as commencing at 1500 hours and concluding at 2300 hours and the night shift is defined as commencing at 2300 hours and concluding at 0700 hours.

If a nurse's normal daily tour is changed at the nurse's request, the shift premiums will not apply.

(Article F.05 applies to full-time nurses only)

F.05 A nurse will be scheduled off at least four (4) days in any two (2) week pay period.

F.06 Part Time Scheduling

Part-time nurses will provide their availability for additional shifts at least four (4) weeks prior to the posted schedule.

Before the schedule has been posted:

- (a) All regular part-time nurses in a unit will be scheduled up to their committed hours.
- (b) Once all regular part-time nurses on the unit have been scheduled up to their committed hours, Baycrest will offer additional tours to regular part-time nurses on the unit on the basis of seniority up to 75 hours biweekly, 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 Baycrest;
  - (ii) A tour will be deemed to be offered whenever a call is placed;

- (iii) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to Baycrest are made;
- (iv) Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit.

After the schedule has been posted:

- v) No nurse will have a confirmed shift cancelled due to another nurse's provision of additional availability.
- vi) Where all regular part-time nurses have been given the opportunity to work up to their committed tours, extra tours will be offered on the basis of seniority to regular part-time nurses who have made themselves available.
- vii) Where no regular part-time nurse is willing to perform the available work, the tour will be offered to casual nurses.
- viii) If Baycrest needs to schedule a nurse because of a short-notice staffing need, Baycrest can assign an already scheduled Nursing Resource Team nurse before it schedules a regular part-time nurse only if it receives notice of the staffing need two hours or less before the start of the evening and night shifts. Already scheduled Nursing Resource Team nurses can be assigned to replace short-notice staffing needs received between 2400 hours and 0600 hours for an absence on the day shift

(Article F.07 applies to regular part-time nurses only)

F.07

Where a nurse is scheduled to work less than a normal tour (7.5 hours), Article F shall apply in its entirety except as amended by the following:

- i) 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.
- ii) Baycrest will endeavour to keep a proportion of tours comprised of less than 7.5 hours to a reasonable level.
- iii) Nurses working short tours comprised of less than 7.5 hours shall be granted a rest period.
- iv) Nurses working tours comprised of less than 7.5 hours shall not be scheduled to work seven (7) consecutive tours. If a nurse is required to work on an eight (8) consecutive and subsequent tour then she/he will receive premium pay for each tour so worked until a day off is scheduled.

F.08

2 Day 2 Night Extended Tour Schedules

- (a) When Baycrest and the Union agree, the 2Day 2Night extended tour schedule may be instituted when seventy-five percent (75%) of the employees on a particular nursing unit have so indicated by secret ballot. For employees who indicate to their Unit Manager that they do not wish to work extended tours, Baycrest will endeavour to schedule these nurses on a normal shift rotation.
- (b) When less than seventy-five percent (75%) of the staff on a particular nursing unit vote, as outlined in paragraph 1, in favour of the 2Day 2Night extended tour schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination 2Day 2Night extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular Unit.
- (c) The seventy-five percent (75%) figure above may be varied by mutual agreement between the parties.
- (d) Baycrest shall make space available to the Union in order to permit the Union to conduct the vote referred to in paragraph 1.
- (e) At any meeting with the Employer to discuss the 2 Day 2 Night schedule, a member of the Local executive should be in attendance.
- (f) The 2Day 2Night schedule may be discontinued in any unit when:
  - i) seventy-five percent (75%) of the nurses in a unit so indicate by secret ballot, or
  - ii) the Hospital decides to do so because of:
    - A) adverse effects on patient care, or
    - B) inability to provide a workable staffing schedule, or
    - C) where Baycrest wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule;
  - iii) When notice of discontinuance is given by either party in accordance with number (ii) above, then:
    - A) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuance; and
    - B) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
  - iv) The Union will be informed of the results of the secret ballot within seven (7) days.

- (g) The schedule provisions in F.08 are applicable save and except for the following:
- i) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth (5<sup>th</sup>) and subsequent day until a day off is scheduled.
  - ii) Employees shall receive every third (3<sup>rd</sup>) weekend off, which shall consist of six (6) consecutive extended tours, which shall commence no later than 1930 hours Friday.
- An employee will receive premium pay as defined in Article 14 for all hours worked on a third (3<sup>rd</sup>) consecutive and subsequent consecutive weekend until a weekend is scheduled off, save and except where:
- A) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
  - B) Such employee has requested weekend work; or
  - C) Such weekend is worked as the result of an exchange of shifts with another employee.
- (h) All schedules will be done on a basis that each full-time employee will be scheduled for 1950 hours per year.

## F.09

Twelve (12) Hour Tours

- (a) Commencement and Discontinuance of 12 Hour Tours
- i) Twelve (12) hour tours shall be introduced into any unit when:
    - A) Seventy-five percent (75%) of the employees in the unit so indicate by secret ballot; and
    - B) When less than seventy-five percent (75%) of the staff on a particular unit vote, in favour of the extended tour schedule by secret ballot, the Union may approach Baycrest and ask them to consider the implementation of 12 hour tours.
    - C) The Employer agrees to implement the 12 hour tour week. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
  - ii) 12 hour tours may be discontinued in any unit when:
    - A) adverse effects on patient care, or
    - B) inability to provide a workable staffing schedule, or

- C) where the employer wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the 12 hour tours schedule.
- iii) When notice of discontinuation is given by either party in accordance with paragraph (b) 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 12 hour tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended.

(b) Scheduling Provisions for 12 hour Tours

The following scheduling provisions shall apply to all employees working extended 12 hour tours.

- i) A regular 12 hour tour shall be 11.25 consecutive hours in any twenty-four hour period exclusive of a 45 minute unpaid meal period. The employee shall be entitled to paid relief periods during the tour for forty-five (45) minutes.
- ii) Not more than three (3) consecutive extended tours shall be scheduled. When the Employer requires an employee to work a fourth (4<sup>th</sup>) consecutive shift, premium pay shall be paid for the fourth (4<sup>th</sup>) and subsequent consecutive shifts until a day off has been scheduled.

Note: The 12 hour schedule that requires a Day/Day Night/Night rotation once every six (6) weeks is excluded from the above premium payment requirement.

- iii) At least twelve (12) hours' time off will be scheduled between shifts, and at least forty-eight hours post night shift unless mutually agreed otherwise. Failure to do so will result in premium pay for the shift.
- iv) A weekend is defined as a minimum of fifty-six (56) hours commencing at the completion of the Friday day shift.
- v) The Employer will not schedule split shifts.
- vi) An employee may not be required to change tours of duty more than once a week, unless mutually agreed upon otherwise.
- vii) The Employer will provide at least every second (2<sup>nd</sup>) weekend off.
- viii) If an employee works a second consecutive and subsequent weekend(s), she will receive premium payment as defined in the Central Agreement for all hours worked on that weekend and subsequent weekends, until a weekend is scheduled off, save and except where:

- A) Such a weekend has been worked by an employee to satisfy specific days off requested by such employee; or
  - B) Such employee has requested weekend work only; or
  - C) Such weekend is worked as a result of an exchange with another employee.
- ix) When less than of the nursing staff in a particular nursing unit vote, as outlined in Article 2 above, in favour of extended tours by secret ballot, the Union may approach the Employer and ask them to consider the implementation of the combination of extended tour and short tours in a particular nursing unit. The parties must meet to discuss the implementation of combination schedules.

- F.10
- (a) Self-scheduling may be introduced and/or discontinued into any unit for a specific period of time (Christmas or summer) on the same basis as the introduction/discontinuation of extended tours in accordance with F.08, (a).
  - (b) Unit specific scheduling guidelines will reflect scheduling provisions in the Collective Agreement and will be developed collaboratively by Management and the employee subject to approval by the Employer and the Union.
    - i) Self-scheduling is viewed by the Employer as scheduling by employees in order to promote more flexible schedules that meet the needs of the employees and the patient care needs of the unit. Self-scheduling should not result in additional costs to the Employer.

F.11 Shift Reassignment of Nurses

The Hospital maintains the right to re-assign nurses for a single or partial shift as set out in Articles 10.07 (g) and 10.08 (a).

This reassignment will occur based on the following principles:

- (a) Patient care and safety requirements take priority in all reassignment decisions;
- (b) The Hospital will not normally reassign probationary employees;
- (c) The decision to reassign will be made by the Nurse Manager, designate or Resource On-Call in conjunction with the Staffing Office;
- (d) The Hospital will reassign staff nurses in the following sequence provided that quality of care may be maintained on both the sending and receiving unit and on the basis of reverse seniority:
  - (1) volunteer;
  - (2) casual, part-time (non-home base) or NRT (non-home base);
  - (3) NRT (home base);



(4) part-time;

(5) full-time;

(e) The reassignment will be communicated to the nurse chosen for reassignment by phone or written note.

(f) It is further understood that the Hospital will ensure nurses who are reassigned in the Hospital will be reassigned to work along with an RN or RPN on the receiving unit.

Because the Apotex is staffed differently it is understood staff reassigned to the Apotex will consult with the Administrator On-call for contingency planning.

F.12 It is understood that Baycrest will not be required to offer tours, which would result in premium pay.

**ARTICLE G – LIEU TIME**

G.01 Where a nurse chooses equivalent time off for overtime hours as provided for in Article 14.09, such time shall be taken within ninety (90) calendar days.

**ARTICLE H – DESIGNATED HOLIDAYS**

(Articles H.01 - H.03 apply to full-time and regular part-time nurses)

H.01 (a) Baycrest agrees to recognize the following paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Yom Kippur
Victoria Day	Remembrance Day
Canada Day (July 1 <sup>st</sup> )	Christmas Day
Civic Holiday	Boxing Day

Note: In any year in which Yom Kippur will fall on Thanksgiving Day, the twelfth (12th) holiday will be the second (2<sup>nd</sup>) Monday in June.

(b) Notwithstanding H.01 (a) above, in recognition of the diversity of the employees, a nurse may by November 30<sup>th</sup> of each year, indicate in writing to the Employer their intent to exchange any or all of the following paid holidays in the following calendar year in recognition of their religious or spiritual days of observance.

1. Civic Day
2. Remembrance Day

Failure to schedule such requested days off will result in the application of Article 15. Requests under this provision shall not be unreasonably denied.

- H.02 Baycrest will schedule a holiday that falls on a Friday or a Monday to be an off day for a nurse scheduled off on the adjacent Saturday and Sunday. Conversely, Baycrest will schedule a holiday that falls on a Friday or a Monday to be a work day for a nurse scheduled to work on the adjacent Saturday and Sunday. This article shall not apply to New Year's Day, Yom Kippur, Remembrance Day, Christmas Day or Boxing Day.
- H.03 For the purposes of calculating entitlement to holiday pay, the three (3) tours which are deemed to be the tours within the holiday period shall be those three tours in which the majority of hours worked fall within the 24-hour period of the actual holiday.
- (Articles H.04 – H.07 apply to full-time nurses only)
- H.04 The lieu day shall be scheduled off at a mutually agreed upon time, including weekends, thirty (30) days before or ninety (90) days after the holiday unless otherwise mutually agreed to by the nurse and Baycrest.
- H.05 When a holiday falls during the vacation period of the nurse, it shall be added to the end of her vacation period, or another scheduled day at a mutually agreed upon time. It is understood that the lieu day shall not be scheduled without prior discussion with the nurse involved.
- H.06 Where a nurse chooses equivalent time off for overtime hours, such time shall be taken within ninety (90) calendar days.

## **ARTICLE I – VACATIONS**

(This Article applies to both full-time and regular part-time nurses)

- I.01
1. The vacation year shall be April 1 to March 31 each year.
  2. On February 1 the Employer will post a calendar for the upcoming vacation year for employees to schedule their tentative vacation requests. At the same time the employees will complete a vacation request form which includes alternative dates for the coming vacation year. The calendar will be taken down on March 15 of each year. The request can be for one continuous vacation period or multiple time periods throughout the year. An employee may elect not to submit a vacation request at this time.
  3. All vacation requests will be filled starting with the most senior employee. If an employee's vacation time is already taken by a more senior employee, then their alternate dates, if any, will be scheduled if available. One exception is a senior employee who had the same vacation request granted in the preceding year, in which case the vacation will be awarded to the next senior employee requesting it.
  4. Once the vacations have been allocated, the approved or denied requests shall be returned to the nurse by March 31. The schedule of vacations so awarded will be posted on March 31 for the period April 1 to March 31.
  5. Commencing April 1, for those vacation periods still available based on staffing needs, employees may submit vacation requests in writing to the Nurse

Manager on the form provided for this purpose, five (5) weeks prior to the date of the requested vacation. Baycrest will give a written response to the request within five (5) business days of receipt of the request indicating approval or denial. Such vacation requests will be filled on a first come basis.

6. By December 31, the employer will post a notice on all units that unscheduled vacation in the current vacation year (April 1 – March 31) be taken by March 31. Other than vacation carried over from H.02 an employee must take all of their vacation prior to March 31.
7. Employees who are on an approved leave of absence not including short-term disability on March 31 will have their vacation banks automatically rolled over to the next vacation year. Any amount of vacation rolled over to the next vacation year must be taken within six (6) months of the employee's return to regular duties.

- I.02 A nurse shall be permitted to carry five (5) days of vacation to the next vacation year.

For a nurse who has more than four (4) weeks of annual vacation, they will take the first four weeks as vacation. They may elect to postpone the remainder to accumulate an extended vacation for a defined purpose in a future year. The approximate timing and the duration for the vacation must be agreed to in advance. The request to establish an extended future vacation must be made at the time of requesting vacation under paragraph H.01 2. above. This extended vacation request will take precedent over subsequent postings in order to ensure that the employee can plan their vacation.

- I.03 The vacation request form shall notify the employee of the date and time on which to report to work following vacation. If the schedule is changed by the employer during the said full-time and permanent part-time nurse's absence so that the reporting day has changed, Baycrest will notify the employee by registered mail to be sent to the employee's last known address.

- I.04 Nurses requesting a transfer or successfully bidding for a posted vacancy between June and September to another nursing unit will notify the manager of the receiving unit at the point of initial offer of transfer of any pre-approved vacation for the summer vacation period. The start date of the transfer may be modified in order to accommodate the pre-approved vacations of the transferring nurse and the nurses on the receiving unit.

## **ARTICLE J – UNION LEAVE**

- J.01 Leave for Union business shall be up to a total of seventy (70) days during any calendar year, provided adequate notice is given to Human Resources and copied to the Unit Manager. It is agreed that not more than five (5) nurses shall be absent on such leave at the same time, and not more than one (1) nurse shall be absent on such leave from any one area unless prior written permission is secured from the Nurse Manager. Such permission shall not be unreasonably denied.

- J.02 A nurse in the position of Local Co-ordinator will be granted leave, without pay, up to a total of twenty-four (24) days per year, provided adequate notice is given to Baycrest.
- J.03 An employee who serves as the Bargaining Unit President or designate for the Ontario Nurses' Association shall be granted leave with pay, for one (1) day every week. It is understood that these days are to be booked in advance with mutual agreement of Baycrest and the Bargaining Unit President. Baycrest and the Union reserve the right to change the timings of these periods in the event of emergencies.

### **ARTICLE K – SENIORITY LISTS**

- K.01 A copy of the seniority list will be forwarded to the Bargaining Unit President or her designate semi-annually in October and April.

### **ARTICLE L – MISCELLANEOUS**

- L.01 Nurses shall keep the Human Resources Department advised of their current address and telephone numbers. Registered mail to the last specified address of the nurse shall be deemed as delivery to the nurse.
- L.02 Baycrest will provide office space for use by the Local. This space will include telephone access, computer access, a filing cabinet, desk and chairs.
- L.03 The Employer agrees to provide part-time nurses with the option of voluntary participation in Extended Health, Dental and Semi-Private benefits. It is understood and agreed that the part-time nurses who participate will assume the entirety of the monthly premiums.

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

The above also includes retiree benefits.

- L.04 The parties agree that any unsuccessful candidate for an ONA job posting will be notified, in writing, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.

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

### **ARTICLE M – PREPAID LEAVE**

- M.01 Five (5) full-time and five (5) part-time nurses may participate each year with not more than one (1) from each unit in the pre-paid plan as set out in 11.11(c).

## **ARTICLE N – JOB SHARING**

If Baycrest agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

- N.01 Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- N.02 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 Nurse Manager of the unit.
- N.03 The above schedules shall conform with the scheduling provisions of the Collective Agreement.
- N.04 Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- N.05 The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- N.06 Coverage:
- (a) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Nurse Manager or designate must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences including, but not limited to maternity/paternity leaves and long-term illnesses.
- (b) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreements:
- In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
- N.07 Implementation
- (a) 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.
- (b) An incumbent full-time nurse wishing to share her position may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (c) 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 must revert

to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to her former position. If she/he does not continue full-time, the position must be posted according to the Collective Agreement.

N.08 Discontinuation

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

**ARTICLE O – MODIFIED WORK/EARLY AND SAFE RETURN TO WORK**

O.1 Early and Safe Return to Work

The Hospital and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful and safe for them and valuable to Baycrest, and to meeting the parties' responsibilities under the law.

To that end, Baycrest and the Union agree to cooperate in facilitating the return to work of disabled employees. Baycrest and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process. Baycrest and the Union agree that all participants will use electronic communication where possible to expedite communication.

- (a) A joint Return to Work Committee (RWC) comprised of an equal number of Union and Hospital representatives will be established. One of the Union representatives will be recognized as co-chair. One of Baycrest's representatives will be recognized as the other co-chair. The Committee will meet at least once per month. The Union co-chair, if she attends return to work meetings on her day off, will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings. Such hours are invisible for the purposes of determining premium.
- (b) The Hospital will provide on a monthly basis to the Bargaining Unit President and the Return to Work representative the following information:
  - i) The employee name, date and type of injury for each member absent from work due to illness or injury;
  - ii) Nurses absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits;
  - iii) Nurses absent from work because of disability who are in receipt of Short Term Disability and/or Long Term Disability benefits including last day worked;
  - iv) Nurses who have been absent from work because of disability for more than 23 months;
  - v) Nurses who are currently on a temporary modified work program;

- vi) Nurses who are currently permanently accommodated in the workplace;
  - vii) Nurses who require temporary modified work;
  - viii) Nurses who 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 as per the Functional Abilities Form. The nurse will advise her manager that she wishes to return to work. The Occupational Health Department will advise the manager when she is cleared to return to work. It is understood that the Occupational Health physician is not the treating physician for the disabled nurse. Management may request an injured or ill employee to be examined by the Occupational Health physician and/or an independent medical practitioner to assist with the return to modified work.
- (d) When a returning nurse is in need of modified work or a permanent accommodation Baycrest will notify the RWC co-chairs and will provide to them the information obtained under (c) above.
- (e) As soon as practicable the co-chairs or their designates will meet with the affected nurse and the manager and Occupational Health to create and recommend a return to work plan.

The parties will agree to set two (2) days per week for return to work meetings. Where there is a need to meet outside those fixed dates, the Employer will endeavour to provide the union 24 hours notification. The Employer and the Union will identify one (1) of those dates per month as the Joint Return to Work Committee meeting date.

- (f) In creating a return to work plan, the co-chairs or their designates and the manager and Occupational Health will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to her:
- i) original position
  - ii) original unit
  - iii) original unit/position with modifications to the work area and/or equipment and/or the work arrangement
  - iv) alternate positions outside the original unit.
- (g) In creating a return to work plan, the co-chairs or their designates and the manager and Occupational Health will consider the nurse's abilities and accommodation needs, and if she is unable to return to work in accordance with article (f) above, they will identify any positions in Baycrest in which the nurse may be accommodated.

- (h) A nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such a nurse will remain on the list of nurses requiring permanent accommodation provided under article (b) (vii) above. Once a nurse has been offered appropriate permanent accommodation she will be removed from the list of nurses requiring permanent accommodation. Baycrest will advise the Union of offers of permanent accommodation.
- (i) 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 articles (f) and (g) and (h) 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) seniority
  - iii) path of least disruption in the workplace
- (j) When more than one nurse is deemed by the committee to be suitable for a particular position or arrangement, and the factors set out in article (i) are relatively equal, seniority shall govern.
- (k) The committee will monitor the status of accommodated nurses and the status of nurses awaiting accommodation.
- (l) The committee will develop and recommend strategies for:
  - i) safely integrating accommodated workers back into the workplace
  - ii) educating nurses about the legal, personal, organizational aspects of returning disabled workers to work
- (m) Alternative Placements
  - i) Before posting, the Occupational Health and Safety Department or designate and Human Resources will examine all potential vacancies to determine if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to her home unit in accordance with article (f).
  - ii) If a vacancy is identified as suitable for accommodation purposes, the Occupational Health and Safety Department and Human Resources may recommend holding the posting in consultation with the co-chairs 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.
  - iv) In the event the accommodation placement is unsuccessful, the parties will meet to determine next steps.
  - v) The parties may agree to a written agreement for temporary accommodations of extended duration.
  - vi) The home position of a nurse requiring permanent accommodation may be posted under the following circumstances:
    - A) the nurse is permanently accommodated in another position or arrangement;
    - B) the weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future;
    - C) the Employer may elect to fill the disabled nurse's home position by posting a temporary to permanent vacancy;
      - 1) In so electing, the position will be filled in accordance with the job posting provisions of the collective agreement;
      - 2) If and when it is confirmed that the disabled nurse cannot return to her original position, the position may be offered to the incumbent on a permanent basis;
      - 3) When a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
  - vii) Filling of a disabled nurse's home position does not remove Baycrest's duty to accommodate that nurse.

## **ARTICLE P – OCCUPATIONAL HEALTH AND SAFETY**

### P.01 Violence in the Workplace

The Employer agrees that no form of verbal, physical, psychological, sexual or any other form of abuse which may cause harm or injury or that gives a person reason to believe that s/he or another person is at risk of physical or psychological injury will be

condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will take every precaution reasonable to rectify the abusive situation.

### Violence Policies, Measures and Procedures

- (a) Baycrest agrees to develop, in consultation with the Joint Health and Safety Committee, formalized policies, measures, procedures and training to deal with workplace violence. The policy will address the prevention of workplace violence and the management of violent situations and support to nurses who have faced workplace violence. These policies, measures and procedures shall be communicated to all nurses and a hard copy will be provided to all nurses upon hire. All employees shall receive training on the Employer's violence policy.

Prior to implementing any changes to these policies, the employer agrees to consult with the Union and the Joint Health and Safety Committee.

- (b) Notification to the Union

The Employer will notify the Joint Health and Safety Committee and Union in writing of all incidents related to violence within four (4) calendar days. The Employer will notify the Joint Health and Safety Committee and union immediately and in writing within 48 hours in instances where there is a critical injury of one of their members. In all cases, such information shall be submitted by email to the Union as soon as possible.

- (c) Staffing Levels to Deal with Potential Violence

The Employer agrees that, where there is a risk of violence, it will endeavour to ensure that there is an adequate level of trained employees present.

- (d) Support for Victims of Violence

The Employer and the Union recognize the importance of supporting the victims of workplace violence.

- (e) Training

The Hospital agrees to provide education, training, information, and instruction on violence prevention and harassment policies, measures, procedures and programs, and on prevention of violence, including domestic violence that can spill over into the workplace to all employees. This training will be done during a new employee's orientation and updated on an annual basis.

- (f) Damage to Personal Property

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. Such requests will not unreasonably be denied.

P.02 Musculoskeletal Injury Prevention and Control

- (a) The Hospital in consultation with the Joint Health and Safety Committee (JHSC) shall maintain and update, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.
- (b) At least once a year the musculoskeletal prevention and control measures, procedures, practices, and training shall be reviewed and revised in the light of current knowledge and practice.
- (c) The review and revision shall be done more frequently than annually if,
  - i) the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
  - ii) there is a change in circumstances that may affect the health and safety of an employee.
- (d) The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and thereafter as required.

P.03 Needlestick/Sharps Safety

The Hospital, in consultation with the Joint Health and Safety Committee, shall maintain, update and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program includes and addresses employee training and education with respect to needle stick and sharps injury prevention, and provides for the maintenance of a needle stick/sharps injuries log to detail incidents. The program shall be evaluated annually by Baycrest in consultation with the Joint Health and Safety Committee.

**ARTICLE Q – PAID PROFESSIONAL LEAVE DAYS**

Q.01 Baycrest is committed to the professional development of its nurses. Baycrest may at its discretion grant two (2) days of paid education leave per fiscal year to full-time nurses and one (1) day per fiscal year for regular part-time nurses who apply for such leave.

Paid professional leave may be extended to casual employees at the Manager's discretion.

Nurses shall apply at least six (6) weeks in advance of requiring the leave. Baycrest shall give due consideration to the application having regard to the relevance of the education program to the nurse's work within Baycrest.

**ARTICLE R – ELECTRONIC GRIEVANCE FORMS**

R.01 The parties agree to use the electronic version of the O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement.

- R.02 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- R.03 Electronic grievances will be sent, via email, to the applicable manager and copied to Human Resources, or the identified designate.
- R.04 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- R.05 The Union undertakes to get a copy of the electronic version signed by the Grievor
- R.06 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

### **ARTICLE S – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS**

- S.01 The parties agree to use the electronic version of the O.N.A./Hospital Professional Responsibility Workload Report Forms (PRWRF) at Appendix 6 of the Hospital Central Agreement.
- S.02 The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
- S.03 Electronic PRWRFs will be sent, via email, to the applicable Manager or designate.
- S.04 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- S.05 The Union undertakes to get a copy of the electronic version signed by the employee(s).
- S.06 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee, as per Article 8.01.

### **ARTICLE T – SUPERVISORY RESPONSIBILITIES UNDER THE OCCUPATIONAL HEALTH AND SAFETY ACT**

- T.01 When Baycrest requires a nurse to assume supervisory responsibilities as defined by the *Occupational Health and Safety Act*, Baycrest will ensure that the nurse has received sufficient training to make him/her a competent person as defined by the *Act*.

### **ARTICLE U – NURSING RESOURCE TEAM**

- U.01 For the purposes of vacation, leaves of absence, lay-off or any other seniority or service entitlement under the collective agreement the Nursing Resource Team shall be treated as a separate unit.

- U.02 To ensure quality patient care, each nurse assigned to a unit shall receive the orientation specific to the applicable unit(s) prior to the commencement of the assignment.

**ARTICLE V – REGISTERED NURSE PROFESSIONALISM IN THE WORKPLACE**

- V.01 The parties acknowledge the significant role Registered Nurses play in the delivery of high quality healthcare. We also recognize that it is important for patients and staff to be able to readily identify Registered Nurses who are widely disbursed throughout the Hospital.

All Hospital identification tags will clearly identify the employee as a Registered Nurse in a font that is clearly visible.

DATED AT Toronto, Ontario, this 14th day of December, 2021.

FOR THE EMPLOYER

FOR THE UNION

Andrea Przybylo

Barbara Worthington  
Labour Relations Officer

Harnit Dhési

Sheryl Millan

Tejas Patel

Pachu Pillai

Abby Bezant

Kim Li

Tina Robertson

Sharon Fiorelli

Monika Chahal

**LETTER OF UNDERSTANDING**

Between:

**BAYCREST CENTRE**

And:

**ONTARIO NURSES' ASSOCIATION**

**Re: Full-time Permanent Team Leaders**

The parties agree that the following nurse will be red circled as assigned to a Full-time Permanent Team Leader position:

- 1. Sharon Fiorelli

The Permanent Team Leader premium will match the Team Leader Premium in Article 19.04 (d) of the Central Collective Agreement.

DATED AT Toronto, Ontario, this 14th day of December, 2021.

FOR THE EMPLOYER

FOR THE UNION

Andrea Przybylo

Barbara Worthington  
Labour Relations Officer

Harnit Dhesi

Sheryl Millan

Tejas Patel

Pachu Pillai

Abby Bezant

Kim Li

Tina Robertson

Sharon Fiorelli

Monika Chahal

**LETTER OF UNDERSTANDING**

**Between:**

**BAYCREST CENTRE**

**And:**

**ONTARIO NURSES' ASSOCIATION**

**Re: Weekend Worker Schedule**

1. Pursuant to Article 13.04 and F of the ONA Collective Agreement, the parties agree that the following will apply with respect to the introduction of a Unit Weekend Schedule:
2. If a Weekend Worker schedule can be introduced without changing the master schedule there will be no vote.
3. The hospital will, at its discretion, post a weekend worker position and it will be filled pursuant to Article 10 of the central collective agreement.
4. Either party to this Letter of Understanding may discontinue any Weekend Schedule implemented under Article 13.04 with sixty (60) calendar days' written notice to the other party. Upon receipt of such notice a meeting will be held if either party requests it.
5. Whenever possible, a regular part-time or casual nurse will be scheduled to replace a Weekend Worker who is absent due to illness or injury, vacation or bereavement leave.

DATED AT Toronto, Ontario, this 14th day of December, 2021.

**FOR THE EMPLOYER**

**FOR THE UNION**

Andrea Przybylo

Barbara Worthington

Labour Relations Officer

Harnit Dhési

Sheryl Millan

Tejas Patel

Pachu Pillai

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