

**LOCAL ISSUES**

**Between:**

**THE CREDIT VALLEY HOSPITAL and TRILLUM HEALTH CENTRE  
(hereinafter referred to as "the Hospital")**

**And:**

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

**EXPIRY: March 31, 2018**

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**APPENDIX 2****SALARY SCALE**

## Temporary Registrants

RNFA & PC Liaison & Coordinator		
	1-Apr-16	1-Apr-17
Start	\$43.62	\$44.68
1 Year	\$45.18	\$45.82
2 Years	\$46.71	\$47.37
3 Years	\$48.27	\$48.94
4 Years	\$49.80	\$50.49
5 Years	\$51.65	\$52.38
25 Years	\$ 52.67	\$ 53.40

Clinical Leader/Clinical Quality Care Leader		
	1-Apr-16	1-Apr-17
Start	\$33.82	\$34.63
1 Year	\$34.39	\$34.88
2 Years	\$36.10	\$36.60
3 Years	\$37.79	\$38.32
4 Years	\$39.91	\$40.47
5 Years	\$42.06	\$42.65
6 Years	\$44.23	\$44.85
7 Years	\$47.35	\$48.02
25 Years	\$48.20	\$48.87

Registered Nurse		
	1-Apr-16	1-Apr-17
Start	\$31.45	\$32.21
1 Year	\$31.91	\$32.36
2 Years	\$32.45	\$32.90
3 Years	\$34.04	\$34.52
4 Years	\$35.65	\$36.15
5 Years	\$37.66	\$38.19
6 Years	\$39.68	\$40.24

7 Years	\$41.72	\$42.30
8 Years	\$44.68	\$45.31
25 Years	\$45.47	\$46.11

Nurse Practitioner		
	1-Apr-16	1-Apr-17
Step 1	\$53.02	\$53.76
Step 2	\$54.18	\$54.94
Step 3	\$55.99	\$56.77
Step 4	\$57.81	\$58.61
Step 5	\$59.63	\$60.46
Step 6	\$61.39	\$62.25
Step 7	\$ 62.61	\$ 63.49

**APPENDIX 3****SUPERIOR CONDITIONS****ARTICLE 6 – REPRESENTATION AND COMMITTEES**6.05 Occupational Health & Safety(b) Joint Health and Safety Committee

- i) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, at least two (2) representatives selected or appointed by the Union from amongst bargaining unit employees from each Hospital site.

Hospitals will choose either to include a representative from the bargaining unit from each Hospital site, or to have a separate Joint Health and Safety Committee at each Hospital site, unless the parties agree otherwise.

## ARTICLE 14 – PREMIUM PAYMENT

## 14.11

- (b) (Article 14.11(b) applies to part-time nurses only)

- iii) Where a nurse is called in to work a regular shift less than two (2) hours prior to the commencement of the shift, and arrives within one (1) hour of the commencement, then the nurse will be paid for a full tour provided that the nurse works until the normal completion of the tour.

## **ARTICLE A – PURPOSE**

### A.1 Management Rights

The Union recognizes that the management of the Hospital and the direction of the work force are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by a provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- a) maintain order, discipline, efficiency;
- b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall, and suspend or otherwise discipline employees, provided that a claim of discriminatory promotion, demotion, transfer or layoff, or that a claim of discharge, suspension, or discipline without just cause, or a violation of the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided;
- c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment of the service;
- d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
- e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees not inconsistent with the provisions of this Agreement.

These rights shall be exercised in a manner consistent with the provisions of this Agreement.

### A.2 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent of all Registered Nurses and Nurses with a temporary Certificate of Registration engaged in a nursing capacity at Trillium Health Centre in the City of Mississauga and the City of Toronto, save and except Patient Care Coordinators, Transitions of Care Coordinators, Clinical Educators, Occupational Health Nurses, Clinical Nurse Specialists, Nurse Clinicians, managers and persons above the rank of manager and persons for whom any trade union held bargaining rights as of April 13, 2011 and pending the resolution of the status of these categories, excluding as well Advanced Practice Nurses.

A Nurse Practitioner is a nurse who holds an Extended Class Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act and the Nursing Act. Nurse Practitioners may be referred to using the legal title of either Nurse Practitioner (NP) or Registered Nurse Extended Class [RN(EC)].

## **ARTICLE B -REPRESENTATION AND COMMITTEES**

### **B.1 Union Representatives & Grievance Committee**

- (a) The Hospital agrees to recognize thirty-eight (38) unit representatives with a maximum of one (1) from each department/unit except for departments/units with more than 50 employees where the maximum shall be up to two (2). In departments having two (2) unit representatives, not more than one (1) representative can be away from her duties on Union business at any given time. The Unit representatives are members of the Union who are assigned to work amongst nurses in the bargaining unit for the purpose of dealing with Union business as provided for in this Collective Agreement. One employee from the Nurse Practitioner classification is recognized as a “unit representative”.
- (b) The Hospital will recognize a Grievance Committee for each Hospital site composed of up to three (3) members of the Union for the Trillium Mississauga site and one (1) member for the Trillium West Toronto site. The Committee will also include the Bargaining Unit President, Grievance Chair for that site.

There will be no more than four (4) members of the grievance committee in attendance at a meeting.

### **B.2 Hospital - Association Committee**

- (a) There shall be a Hospital - Association Committee composed of four (4) representatives of the Union (Bargaining Unit President and three (3) other members of the Bargaining Unit) and four (4) representatives from the Hospital one of whom shall be the Chief Nursing Executive or designate. Each party may have an alternate to replace a member. It is understood and agreed that rights matters that are more appropriately dealt with by the grievance procedure shall not be dealt with by this Committee.

### **B.3 Negotiating Committee**

The Hospital agrees to recognize a Negotiating Committee comprised of representatives of the Union for the purpose of negotiating a renewal agreement.

This Committee shall be composed of up to six (6) members including the Bargaining Unit President, one (1) full-time and one (1) part-time nurse who shall act as a committee on behalf of the Union, in negotiating the Collective Agreement, its modification or renewal with the Hospital.

#### B.4 Occupational Health & Safety

##### (a) Joint Health and Safety Committee

- i) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, at least two (2) representatives selected or appointed by the Union from amongst bargaining unit employees from each Hospital site.

### **ARTICLE C – LEAVES OF ABSENCE**

#### C.1 Leave for Union Business

The Union will provide two (2) weeks' notice when requesting Union Leave. It is understood that no more than one (1) Union Representative need be released from duty on a unit at any given time. It is understood that this does not preclude the release of additional representatives if unit staffing allows.

Replies to requests for leaves of absence shall be given within one (1) calendar week of receipt of the request;

Where Union leave has been granted for an arbitration which is cancelled, the Union shall, unless otherwise agreed, provide the Hospital with at least four (4) hours' notice that they wish the leave cancelled, failing which such leave shall go forward. Short notice cancellation of the replacement nurse will not result in any extra cost to the Hospital.

#### C.2 Personal Leave of Absence

Emergency situations may require immediate verbal requests. These requests must be followed up with written documents as set below:

Vacation, statutory holiday and float days must be utilized before any request for a leave of absence will be approved.

Requests for unpaid leave of absence will be considered by managers or Designate based on the following factors:

- a) Operations needs
- b) Current department/unit operational pressures
- c) Impact of granting the leave on the team as a whole



- d) Issues related to skill-mix
- e) Reason for the Leave of Absence
- f) Dates and duration of the required leave
- g) Leaves of absence will not be granted for purposes of pursuing other employment

Such leave requests shall not be unreasonably withheld.

## **ARTICLE D – HOURS OF WORK**

### **D.1 General Scheduling Provisions for 7.5 Hour Tours, Twelve (12) Hour Extended Tours and Ten (10) Hour Extended Tours (Applies to Full-time and Part-time)**

The Hospital will adhere to the following in the formulation of work schedules:

- (a)
  - i) Work schedules will be posted four (4) weeks in advance to cover a six (6) week period.
  - ii) Schedules shall be posted at or before 1500 hours as soon as possible on the day of posting.
  - iii) Schedules will not be changed once posted without the prior discussion between the employee affected and his/her Manager designate.
- (b) An employee may exchange her or his scheduled tours of duty with another employee provided the request is submitted in writing, dated and signed by both employees, and is approved by the immediate manager or designate concerned. Such requests shall be submitted as far in advance of the shift requested as possible except for weekend exchanges which must be submitted 48 hours in advance. Requests shall not be unreasonably denied. In emergency situations the Hospital may grant a request with less than 48 hours at the Manager's discretion. The parties understand that such exchange of tours will not generate a violation of scheduling obligations.
- (c) Requests for time off will be submitted in the manner prescribed by the Unit Manager to the person responsible for scheduling at least two (2) weeks in advance of the posting of the schedule. Approval or denial of such requests will be provided at least one (1) week in advance of the schedule being posted.
- (d) Requests for any other of the following days off following the posting of the schedule.
  - Holiday lieu days,
  - Overtime lieu days, and
  - Single vacation days requested outside of Article F.1

must be submitted in writing to the Manager or designate and will be granted based on date of request. If more than one (1) of these requests occur on the same date, seniority will govern the granting of the request, based on the date the request is submitted. Approval or denial of such requests will be provided within four (4) business days.

- (e) Prior to altering the starting or finishing times in any unit, or prior to introducing different tours on a unit, the Bargaining Unit President shall be notified and the employees in the unit consulted for input and comments.
- (f) For the purpose of Article 14.15 the weekend premium shall be paid from the end of the evening shift on Friday until the end of the evening shift on Sunday.
- (g) Christmas/ New Years' Scheduling

All employees will receive at least five (5) consecutive days off or more, at either Christmas or New Year, except in areas which normally are not scheduled to work on weekends or paid holidays.

Time off at Christmas shall include December 24, December 25 and December 26 and time off at New Year shall include December 31 and January 1 unless otherwise mutually agreed. An employee will be notified of her or his time four (4) weeks in advance of the holidays.

The Manager will canvass preferences for time off at Christmas or New Year from September 1st to October 1st of each year.

Conflicts related to employees requesting the same scheduling periods off shall be resolved on the basis of what the employees were scheduled for the preceding year. In the event two (2) employees were scheduled for the same holidays the preceding year, seniority will be the deciding factor. In circumstances where employees may be granted both the Christmas and New Year's period off such approval will be given on the basis of bargaining unit seniority.

Employees who have not indicated their preference by the stated deadline will have their time off assigned at the discretion of the Manager.

The weekend scheduling regulations may be put aside during the period of December 15<sup>th</sup> to January 15<sup>th</sup> to facilitate the scheduling of days off at Christmas and New Year.

## D.2

Part-Time(a) Regular Part-Time

Regular Part-Time employees must also be available three full weekends in six, rotate through two shifts, and work a minimum of fifty percent of public holidays per year, including Christmas and New Year's, where required.

(b) Casual Availability

Casual employees will declare on a biweekly basis their availability for work and will be expected to work if required based on their availability.

Casual Part Time employees who declare themselves available for work shall notify the Hospital as soon as a change in circumstances becomes known.

(c) Part Time Scheduling

Regular part-time employees will be scheduled according to the commitment identified in (a) above on the posted schedule as follows:

Before the schedule is posted:

- i) All regular part-time employees in a unit shall be scheduled on an equitable basis up to their commitment. The rotation of shift distribution will be based on seniority.
- ii) Once all regular part-time employees on the unit have been scheduled up to their commitment, extra tours will then be offered to regular part-time employees on the unit on an equitable basis starting with the most senior employee available.
- iii) Any remaining tours after ii) above will then be offered to casual part-time employees on an equitable basis.

After the schedule is posted:

- iv) Tours that become available for any reason after the schedule has been posted will first be offered on the basis of seniority to regular part-time employees on the unit that have not been scheduled up to their commitment;
- v) Where all regular part-time employees have been given the opportunity to work up to their committed tours, extra tours will be offered to regular part-time employees an equitable basis.
- vi) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees on an equitable basis.

- vii) Where a regular part-time employee has had a scheduled tour cancelled and a need arises whereby the Hospital intends to call an employee in for the same cancelled tour, the regular part-time employee who had the tour cancelled will be given the first opportunity to work that call-in shift. The offer is made when the call is placed.
- vii) A tour will be deemed to have been offered when the call is placed to the employee.

### D.3

#### Scheduling For 7.5 Hour Tours

- (a) A weekend is defined as being fifty-six (56) consecutive hours off work during the period following the last tour worked on Friday and the first tour worked on Monday. Where a full-time or regular part-time employee is scheduled or called in to work any full shift during the fifty-six (56) hours stated above, such full-time or regular part-time employee will be considered as having worked the weekend.
- (b) All employees shall be scheduled, as the minimum, every other weekend off.  
  
An employee will receive premium pay at time and one half as defined in Article 14 for all hours worked on a scheduled weekend off save and except where:
  - i) Such a weekend has been worked by an employee to satisfy specific days off requested by such employee; or
  - ii) Such employee has requested weekend work; or
  - iii) Such weekend is worked as a result of an exchange of shifts with another employee.
- (c) In the case of changes in assigned shifts, the Hospital will provide no less than 16 hours off between shifts worked unless by mutual agreement.
- (d) The Hospital will endeavour to create schedules to provide scheduled four (4) days off in any two (2) week pay period unless by mutual agreement.
- (d) The Hospital will endeavour to create schedules that will not require an employee to work more than seven (7) consecutive tours.
- (f) All full-time and regular part-time employees will be required to be available to rotate over two (2) shifts days/evening or days/nights.

Notwithstanding the above, an employee who wishes to rotate all three (3) shifts must put their desire in writing to the Manager or designate

- (g) The Hospital will provide at least forty-eight (48) hours off following a period of scheduled night tours before being required to report for a day or evening tour unless by mutual agreement.
- (h) The normal daily tours for a unit will be provided to the Union upon request.
- (i) The day shift is the first shift of the day for all scheduling purposes.
- (j) Solely for the purpose of Article 14.10 evening tour will be 1530 to 2330 hours and night tour will be from 2330 hours to 0730 hours.
- (k) There will be no split shifts scheduled.

## D.4

Voting Process for Scheduling Initiatives Including (but not limited to) Twelve (12) Hour and Ten (10) Hour Extended Tours, Self-Scheduling and 4 On 5 Off Rotations.

Pursuant to Article 13 of the Collective Agreement the parties agree to adhere to the following process when implementing Twelve Hour and Ten Hour Extended Tours, or any other agreed upon scheduling initiatives between the Hospital and the Union as may be applicable:

(a) Implementation

Scheduling initiatives will be implemented for trial when:

- i) The Hospital agrees to implement one of the above scheduling initiatives.
- ii) The Hospital agrees that this agreement shall not be withheld in an unreasonable or arbitrary manner.
- iii) Seventy five percent (75%) of the full-time and regular part-time employees in the unit so indicate by a secret ballot vote conducted by the Hospital and the Union;
- v) The Hospital agrees to conduct joint Hospital and Union meetings with the employees prior to the secret ballot to explain both the process and the implications of the scheduling initiative. A copy of a draft unit schedule will be provided to the employees at this meeting.
- v) The parties agree to establish principles for conducting the vote.

(b) Discontinuation

The scheduling initiative may be discontinued in the unit when sixty percent (60%) of the full-time or regular part-time employees in the unit so indicate

by secret ballot vote conducted by the Hospital and the Union on the unit, or by the Hospital for reasons of:

- i) Adverse effects on patient care; or
- ii) Inability to provide a workable staffing schedule; or
- iii) Where the Hospital wishes to do so for other reasons which are neither unreasonable, arbitrary or in bad faith.

When notice of discontinuation is given by either party in writing in the above, then:

- i) The parties shall meet within two (2) weeks of the written notice to review the request for the discontinuation; and
- ii) Where it is determined that the scheduling initiative will be discontinued, affected employees shall be given six (6) weeks' notice before the scheduling initiative is discontinued.

#### D.5 Scheduling For Twelve (12) Hour Extended Tours

- (a) The hours of work for employees working twelve (12) hour extended tours shall be averaged over a specified period of time (i.e. 225 hours in a 6-week period).
- (b) The normal daily tours for a unit will be provided to the Union upon request.
- (c) The day shift is the first shift of the day for all scheduling purposes.
- (d) Employees will not be scheduled for more than three (3) consecutive extended tours without the consent of the employee. In no circumstance will an employee be scheduled to work more than four (4) consecutive extended tours.

If a nurse is scheduled to work on a holiday pursuant to E.4 and the nurse does not request to be scheduled off on that day, the fourth consecutive day of work would not be a violation of this provision.

- (e) Employees shall receive every second weekend off, which shall consist of fifty-six (56) consecutive hours, which shall commence no later than 2330 hours Friday. Where a full-time or regular part-time employee is scheduled or called in to work any hours during the period identified above, such full-time or regular part-time employee will be considered as having worked the weekend.

An employee will receive premium pay at time and one half as defined in Article 14 for all hours worked on a scheduled weekend off save and except where:

- i) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
  - ii) Such employee has requested weekend work; or
  - iii) Such weekend is worked as the result of an exchange of shifts with another employee.
- (f) At least fifty percent (50%) of tours worked shall be on the day shift, except where the employee chooses to work or a greater percentage of evening or night tours.
- (g) (i) There shall be a period of not less than twelve (12) hours scheduled off between tours of duty.
- (ii) A period of forty-eight (48) hours off shall be scheduled off when changing from the night shift to the day shift.
- (h) There will be no split shifts scheduled.

#### D.6 Scheduling For Ten (10) Hour Extended Tours

- (a) For employees working ten (10) hour tours, they shall receive 9.375 hours paid.

The ten (10) hour period at work includes a total of thirty (30) minute paid rest period break and a thirty-seven and one-half (37 ½) minute unpaid meal break to be scheduled in accordance with the Hospital policy and unit guidelines.

- (b) Employees shall receive every second weekend off, which shall consist of fifty-six (56) consecutive hours, which shall commence no later than 2330 hours Friday.

An employee will receive premium pay at time and one half as defined in Article 14 for all hours worked on a scheduled weekend off, save and except, where:

- (i) Such weekend has been worked by an employee to satisfy specific days off requested by such employee, or
- (ii) Such employee has requested weekend work, or
- (ii) Such weekend worked is the result of an exchange of tours with another employee.

- (c) The Hospital will provide schedules that will not require an employee to work more than four (4) consecutive tours.
- (d) The Hospital will provide at least 12 hours' time off scheduled between tours.
- (e) For employees working ten (10) hour tours, overtime shall be paid at the rate of time and one-half (1 ½ ) the employees' regular straight time hourly rate for all work performed in excess of the 9.375 paid hours in the daily tour.
- (f) All provisions contained in the Collective Agreement pertaining to extended tours will apply to employees working ten (10) hour tours unless specifically modified by this Article.

#### D.7 Unit Rotations

Where a unit rotation schedule is changed due to a permanent long-term layoff, or the addition of new full-time positions, the employees on the affected unit will be provided with six (6) weeks' notice that their unit rotation may be amended.

Where a unit rotation schedule is changed pursuant to the above, individual schedule rotations will be awarded on the basis of seniority and skill mix. Where the unit rotation contains a job sharing arrangement, the seniority of the two regular part-time employees sharing the full-time position will be added together and divided by 2 to determine the seniority to be used for the awarding of the rotations.

#### D.8 4 On 5 Off Rotations

All provisions contained in the collective agreement pertaining to extended tours will apply to employees working 4 On 5 Off rotations unless specifically modified by this provision. For further clarity, article E.3 does not apply and there is not a specific voting process for 4 On and 5 Off rotations.

- (a) These are specific rotations where an employee works four (4) twelve (12) hour extended tours that are comprised of a number of day shifts, night shifts, or a combination of day and night shifts or day and evenings/nights, followed by five (5) scheduled days off.
- (b) 4 On 5 Off rotations are full-time lines.
- (c) No employee is required to work a 4 On 5 Off rotation without their expressed consent.



- (d) In order to ensure that the full-time employees are scheduled for 1950 paid hours in each calendar year, the Hospital will schedule the additional hours every 18 week period based on the needs of the unit. It is understood that employees may use lieu time, stat, vacation and float holidays based upon the consent of the employee.
- (e) The following scheduling regulations shall be maintained for employees working the 4 On 5 Off rotation:
  - i) No employee will be scheduled or required to work more than five (5) consecutive tours.
  - (ii) The weekend off provisions contained in this collective agreement shall not apply to those employees working a 4 On 5 Off rotation.

#### D.9 Tours Less Than 7.5 hours

- (a) The Hospital will endeavour to keep the number of tours less than 7.5 hours in length in each unit to a minimum.
- (b) The employees working tours less than 7.5 hours shall be entitled, subject to the exigencies of patient care, to a 15 minute relief period. Employees working a tour of more than five (5) hours shall be entitled to a thirty (30) minute unpaid meal break.
- (c) No regular part time employee will be scheduled solely on tours of less than 7.5 hours in any pay period, except where such arrangements are requested by the employee.

#### D.10 Self-Scheduling

Where the Hospital agrees to self-scheduling for full-time and/or part-time employees on a unit, the following will apply:

When a Unit adopts self-scheduling as a trial or on a permanent basis, all employees on the unit will be required to participate in self-scheduling.

Employees participating in self-scheduling shall be responsible for scheduling their hours of work, including paid holidays and lieu days.

The completed schedule shall be submitted to the Manager of the Unit for review and approval, to ensure that appropriate coverage is maintained, at least two (2) weeks in advance of the required posting time. The Manager must approve the schedule and such approval shall not be unreasonably withheld.

Self-scheduling, including all scheduling guidelines and employee commitment shall comply with all the provisions of the Collective Agreement in all respects.

D.11 Scheduling of Overtime Tours

The Hospital shall not be required to assign any hours which may result in overtime or scheduling premium payment (time and one-half or double time payment).

Overtime shifts will be scheduled in the following manner:

- (a) Overtime shifts will be offered on a one shift at a time rotational basis starting with the senior qualified nurse available, subject to the following, within a pay period.
- (b) Once a nurse has been scheduled for an overtime shift they need not be considered for another overtime shift within that pay period until such time as all other nurses within their classification who are qualified have had the opportunity to work an overtime shift.
- (c) These shifts will be offered in the following order, provided nurses have made their availability known to the unit booking the overtime shift:
  - 1. Full-time nurses from that unit
  - 2. Regular part-time nurses from that unit

If no nurses from that unit are available for the shift:

- 3. Full-time nurses from other units
- 4. Regular part-time nurses from other units
- 5. Casual part-time nurses from that unit then to casual part-time nurses from other units.

D.12 Where the parties agree that an error has been made for the distribution of shifts for part-time employees, or where an error is made for the call-in process for the allocation of additional tours to part-time and/or full-time employees, the parties agree the error will be remedied as follows:

- (a) The affected Employee will be offered a shift as an extra to be worked at a time mutually agreed to by the Employee and her/his Manager.
- (b) The extra shift will be paid at the rate of pay which the Employee would have received had the offer been made according to the Collective Agreement.
- (c) The Employee working the extra shift will not be counted in the minimum staffing for the unit and will work as an extra staff member for the scheduled shift.
- (d) The Employee working as an extra will not be assigned as a replacement if an absence subsequently arises on that shift which requires a call-in replacement of a regular part-time Employee.

**D.13**      Standby

- (a) (i) The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.
- (ii) Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby. It is agreed that employees will be utilized to cover unscheduled urgent or emergent procedures during off hours.
- (b) Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments subject to approval by the Manager.
- (c) Standby pay ceases and Call-Back begins when an employee reports to work during the period of Standby. Employees must be available to return to the Health Centre within a unit specific designated amount of time.
- (d) Employees scheduled for standby shall be provided with pagers or cell phone.
- (e) Standby schedules will not be reassigned without consultation with the employee whose schedule is being changed.
- (f) When an employee is called in from standby the Hospital will not require the employee to return to regular duties without at least twelve (12) hours of time off following the end of the employee's last call back. Where such time off extends into the employee's next regular scheduled shift she or he will be permitted leave with pay that will maintain his or her regular earnings, seniority and service for that full shift.

Employees will be relieved from duty following thirteen (13) consecutive hours of work.

**ARTICLE E – PAID HOLIDAYS**

E.1 A nurse who otherwise qualifies under Article 15.02 hereunder shall receive ten (10) paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day (December 25)
Canada Day (July 1)	Boxing Day (December 26)

In addition to the above named holidays, full-time nurses, who have completed their probationary period, shall receive two (2) float holidays per calendar year. It is understood that these float holidays are equivalent of 7.5 hours each.

Float Days will be loaded into Employee float banks on the first day of the first full pay period in January and cannot be used until the loading process for the new calendar year is completed.

Float days must be taken during the calendar year that they are given (between January and the last pay period in December) and may not be carried over into the following calendar year. Any float days not taken by eligible employees by the end of the assigned year are removed without payment.

active employment i.e. employees hired on or after October 1st would not be eligible for float days for that year.

Staff are eligible for float days after they have completed three (3) months of Employees who are absent from work when Float days are loaded into employee banks and who return to work after October 1st are not eligible for Float days for that year.

If a regular part-time or casual part-time employee transfers to a Full Time position status prior to October 1st and has the equivalent of three (3) months of service, they are entitled to receive float days. If the transfer date is after October 1st, there is no entitlement to float days until the following year.

The Hospital must approve float day requests and schedules accordingly.

Outstanding floats are not paid out to terminating employees. Full time employees who transfer to regular part-time or casual and who have not taken their floats will not receive a payout.

- E.2 Where a nurse is entitled to a lieu day under 15.04 or 15.05 such day off must be taken at a mutually agreeable time within thirty (30) days prior to or following the holiday
- E.3 An employee schedule to work the weekend in conjunction with a paid holiday will be scheduled for available work to work the paid holiday except as mutually agreed between the nurse and the Manager. An employee who is not scheduled to work the weekend in conjunction with a paid holiday will be scheduled off for the paid holiday.
- This provision will not apply to employee working 4 On 5 Off rotations.
- E.4 Employees shall be paid premium pay for all hours worked after 2330 on the day before any of the holidays listed above up to 2330 on the day of any of the holidays listed above.

## **ARTICLE F – VACATIONS**

F.1 The Hospital shall submit in writing to the Union dates of Hospital Closures for the following fiscal year, April 1 - March 31 as soon as it is determined.

Employees shall submit written vacation requests (based on their anticipated vacation entitlement) on or before February 15th for the following fiscal year April 1 to March 31. Employees will be notified of their approved vacation schedule by March 15th.

Vacation must be taken in a minimum of one week calendar blocks. Employees may request up to eight (8) single vacation days which shall be considered for approval by the Hospital.

Such requests cannot exceed maximum of two (2) weeks in the summer period (June 1 to September 30)

If the vacation week requested includes Christmas day then a vacation week requested which includes New Year's will not be granted (or vice versa).

If there is a conflict in requests, seniority shall prevail. Any request received after February 15th will be considered on a first come, first served basis, after the approved vacation scheduled noted above.

F.2 Prior to leaving on vacation, an employee shall be notified of the date and time on which to report back for work following vacation if the posted work schedule does not cover the employee's vacation period in subsequent time. Vacations may be scheduled to commence on a day other than Monday.

F.3 Full-time and part-time vacation quotas shall be separate.

F.4 The Hospital will give consideration to an employee's request for vacation between the period December 15 and January 15, provided the employee will be fulfilling her or his commitment to work either Christmas or New Year's.

F.5 The Hospital will provide current banked vacation on each online paystub.

F.6 Employees may accrue up to one and one-half (1 ½) times their annual vacation entitlement. The employee and their Manager will develop a plan for approved vacation in order that this maximum accrual is not exceeded. If the employee and the Manager are unable to develop such a plan, the Manager will schedule sufficient vacation time to reduce the accrued vacation to the maximum allowable level.

F.7 Part-time and Casual vacation pay will be paid on a bi-weekly basis.

## **ARTICLE G – JOB POSTING AND REASSIGNMENT**

- G.1 Nurses may apply electronically
- G.2 A copy of all job postings will be available to the local Union and employees on the intranet. Job postings will be available on a particular day(s) of the week and the Bargaining Unit President will be notified of such day(s) of the week and any changes thereto.
- G.3 A list of vacancies filled in the preceding month under Articles 10.07 (a) and (b), and the names of the successful applicants, will be made available on the intranet the second Tuesday of every month. Vacancies that remain open for six (6) months will be reposted
- G.4 The parties agree, full-time nurses may be considered for temporary full-time vacancies on the same basis as regular part-time nurses. Such full-time employee will continue to be classified as a full-time employee and covered by the provisions relating to full-time employees.
- G.5 The Parties agree that any unsuccessful candidate who is interviewed for a bargaining unit posting will be notified.

G.6 Reassignment (Floating)

Where nurses are reassigned to meet patient care needs at the hospital, they will be reassigned to units or areas where they are qualified to perform the available work.

When it is necessary to reassign staff from one (1) unit to another, the reassignment will first be offered on a voluntary basis provided the employee is qualified to perform the working question.

In the event that there are no volunteers, employees will be reassigned in the following order:

1. Agency employees
2. Staffing Office Employees according to category and reverse seniority
3. Casual part-time employees by order of reverse seniority
4. Regular part-time employees by order of reverse seniority
5. Full-time employees by order of reverse seniority

In order to support staff and units impacted by this reassignment; the reassigned employee will be partnered with a senior “host” employee on the receiving unit.

It is understood that employees will not be reassigned during their probationary period to units other than their assigned units.

**ARTICLE H – MISCELLANEOUS**

H.1 The Hospital shall provide one visible bulletin board at the following locations:

West Toronto

Main hallway of Occupational Health

Mississauga

Ground level by the cafeteria

H.2 Pay Cheques

Employees shall be paid on a bi-weekly basis.

H.4. Travel which is eligible for reimbursement will be paid at the rate of forty-three cents (43¢) per kilometre.

H.5 The Bargaining Unit President and Site Vice President shall be provided with access to the Hospital e-mail system for the purpose of communicating with the Hospital.

H.6 Damage to Personal Property

The Hospital will provide reimbursement for replacement of damages incurred to the employee's personal property, such as eyeglasses, contact lenses or other prosthesis, etc, ripped uniforms, personal clothing, as a result of being assaulted while performing his/her work.;

The employee will endeavor to present her or his claim to the Hospital within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

H.7 Pre-Paid Leave Plan

The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Union and the Hospital.

It is understood and agreed that the maximum number of employees on leave at any time would be 2 Full Time and 2 Part Time across the organization. There shall be no more than 1 employee on such leave in any given unit.H.8

H.8 Banked Overtime

Where a full-time nurse has chosen equivalent time off, such time will be taken at a mutually agreeable time. No nurse may have more than forty-five (45) straight time hours accumulated at any given time. Time accumulated in excess of forty-five (45) hours will be paid out.

- H.9            Meal Allowance  
Where a nurse qualifies for a meal allowance under 14.12, the meal allowance will be added to the nurse's next regular pay cheque.
- H.10           Duration of interviews for newly hired nurses shall not exceed 30 minutes.

## **ARTICLE I – JOB SHARING**

- I.1            Job sharing is defined as an arrangement whereby two or more nurses share the hours of work of what would otherwise be one full-time position.
- The nurses involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of this agreement applicable to part-time nurses.
- I.2            The Hospital shall not arbitrarily refuse to implement job sharing.
- Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- I.3            The nurses involved in job sharing are entitled to all the terms of the Collective Agreement applicable to part-time nurses except those which are modified as follows:
- (a)          Schedules will conform to the Full Time provisions of Article 13 of the Collective Agreement which sets out scheduling.
  - (b)          Job sharers will have the option of determining between themselves which partner will work on a scheduled tour; however, all scheduled tours must be covered. Such schedules will not be unilaterally imposed or changed by the Hospital, but once the schedules are posted they will not be changed without the permission of the supervisor and or designate in the area concerned. Such permission will not be unreasonably withheld.
  - (c)          Coverage
    - i)          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 Manager will be notified and will be responsible to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.



- ii) In the event that one (1) member of the job sharing arrangement goes on a leave of absence, pregnancy/parental leave, extended sick leave or any leaves pursuant to Article 11 of the collective agreement, the coverage will be negotiated with the manager, but it is hoped that the remaining member of the position would should be prepared to cover the absence as much as possible. If the remaining job sharer cannot cover the leave the other regular part-time nurses on the unit will be offered the additional tours.

(d) Vacation

The job sharers shall be required to cover for each other for vacation.

Where the job sharers provide coverage for each other's vacation, they will not be counted in any vacation quotas established for the unit.

(e) Paid Holidays

Job sharers will not be required to work, in total, more statutory holidays than would one (1) full-time nurse, unless mutually agreed otherwise.

- (f) Each job sharer may exchange shifts with her or his partner as well as other nurses as provided by the Collective Agreement.

(g) Implementation

Where the job sharing arrangement arises out of an unfilled previously posted full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

- (h) If the Hospital agrees to a job sharing request, an incumbent full-time nurse wishing to share her or his position may do so without having her or 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.

Where two (2) full-time nurses on one unit wish to job share one (1) position and the Hospital agrees to the request, neither half will be posted. The resultant full-time vacancy will be posted in accordance with Article 10 of the Collective Agreement.

- (i) If one of the job sharers leaves the arrangement, her or 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 converting to regular part-time status. If she or he does not continue full-time, the position must be posted according to the Collective Agreement.

(j) Discontinuation

Either party may discontinue the job sharing arrangement with six (6) weeks' notice. Upon receipt of such notice a meeting shall 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.

**ARTICLE J- MODIFIED WORK AND EARLY AND SAFE RETURN TO WORK**

J.1 The Hospital and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Hospital and to meeting the parties' responsibilities under the law.

To that end, the Hospital and the Union agree to cooperate in facilitating the return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants is essential to the success of the process. For the purposes of expediting communication the Hospital and the Union agree that participants will use electronic communication where available.

- (a) The Hospital will provide an updated list of information to the Union President or designate each quarter including the following:
  - i) Employees absent from work because of disability who are in receipt of workplace safety insurance board benefits;
  - ii) Employees absent from work because of disability who are in receipt of long term disability benefits including last day worked
  - iii) Employees who require temporary or permanent accommodation in the workplace.
- (b) A disabled employee who has obtained medical clearance from a treating physician to return to work will provide the Occupational Health Service with medical verification of her/his ability to return to work including information regarding any restrictions.
- (c) When a returning employee is in need of a permanent accommodation the Hospital will notify the Union and will provide to them the information obtained under (b) above.
- (d) In creating a return to work plan, Occupational Health Service, the Union President or designate, and the manager will meet with the Employee to examine the disabled employee's abilities and accommodation needs to discuss if the employee can return to her/his:
  - 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 based on skill knowledge and ability
- (e) In creating a return to work plan, the Hospital and the Union will consider the employee's abilities and accommodation needs and if she/he is unable to return to work in accordance with Article (d) above, the parties will consider any positions in the Hospital in which the employee may be accommodated.
- (f) An employee in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such employee will remain on a list of employees requiring permanent accommodation.
- (g) The parties recognize that more than one (1) employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with Articles (d), (e) and (f) above, they must balance additional factors including in no particular order:
- i) skills, ability and experience
  - ii) ability to acquire skills
  - iii) path of least disruption in the workplace
  - iv) the principle that more should be done to provide work to someone who otherwise would remain outside the active workforce
  - v) seniority
- (h) When more than one employee is deemed by the parties to be suitable for a particular position or arrangement, and the factors set out in Articles (d), (e), (f) and (g) are relatively equal, seniority shall govern.
- (i) The Hospital and the Union will develop and recommend strategies for;
- (i) integrating accommodated workers back into the workplace
  - (ii) educating employees about the legal, personal, organizational aspects of disabled workers to work
- (j) Alternative Placements
- i) Before posting, the Hospital or designate will examine all potential vacancies to determine if they can be used to accommodate a

disabled employee who requires accommodation but cannot return to her/his home unit in accordance with Article (d).

- ii) If a vacancy is identified as suitable for accommodation purposes, the Hospital may recommend holding the posting and will consult with the Union as soon as possible:
  - A) Whether the unit, after considering all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of employees working in the unit, alternative resources, can reasonably accommodate a employee
  - 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 an employee
- iii) When the parties agree to a permanent accommodation, whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.
- iv) The parties may agree to a written agreement for temporary accommodations of specific duration.

In the event the accommodation placement is unsuccessful, the parties will meet to determine next steps.

- v) The home position of an employee requiring permanent accommodation may be posted under the following circumstances:
  - A) The employee 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/his original position in the foreseeable future.
  - C) The Hospital may elect to fill the disabled employee home position by posting a temporary or permanent vacancy
    - 1) so electing, the position will be filled in accordance with the job posting provisions of the collective agreement, the Hospital will note on the job posting that should the temporary position become permanent it will be offered to the incumbent without further posting.

- 2) if and when it is confirmed that the disabled employee cannot return to her/his 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.

vi) Filling of a disabled employee's home position does not remove the Hospital's duty to accommodate that employee

J.2 The Hospital agrees to provide the employee with a copy of the Workers' Safety and Insurance Board Form 7 at the same time it is sent to the Board.

NOTE: This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

DATED at Toronto, Ontario, this 25<sup>th</sup> day of April, 2017

FOR THE EMPLOYER

FOR THE UNION

Antionietta Baruzzo

Robyn Hutton

Labour Relations Officer

Dara Marcoccia

Ann Scott

Deborah Fusco

Karen Coleman

Rose Briscoe

Jenn Power

**LETTER OF UNDERSTANDING**

**Between:**

**THE CREDIT VALLEY HOSPITAL and TRILLIUM HEALTH CENTRE  
(hereinafter called the "Hospital")**

**And:**

**ONTARIO NURSES' ASSOCIATION**

**RE: WEEKEND WORKERS**

Whereas the Hospital and the Union are parties to the Collective Agreement that expires on March 31, 2016; and

Whereas following the Interest Arbitration award it was identified that there were bargaining unit members who held Weekend Worker positions; and

Whereas the parties have agreed to maintain these positions;

Now therefore the parties agree as follows:

1. The following nurses will continue to be scheduled on the weekend schedule subject to the provisions below:

Alenka Dolinar-Carreras

Andrea Wood

Kuljit Josan

Karen Green

The Employer confirms that the above is an exhaustive list of the nurses working the weekend schedule.

2. A unit weekend schedule is defined as a schedule in which a full-time nurse works a weekly average of thirty (30) hours and is paid for 37.5 hours at her or his regular straight time hourly rate. The schedule must include two 11.25 hour tours, which fall within a weekend period as determined by the Hospital and the Union. A nurse working a weekend schedule will work every weekend except as provided for in the provisions below.

3. The provisions of the collective agreement shall apply to nurses working the weekend schedule shall apply except as modified as follows:

(a) Weekend and shift premiums shall not be paid;

(b) Vacation Bank

Vacation entitlement is determined by Article 16.01. For the purposes of Article 16.01(f), hours worked or credited as paid\_leave will be based on an accelerated rate of 1.25 hours credit for each hour worked.

Drawing from the vacation bank will occur at an accelerated rate of 1.25 paid hours for every hour taken as vacation (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid).

(c) Paid Holiday Bank

Nurses qualify in accordance with the collective agreement.

Credit to the paid holiday bank will occur on the date of the holiday.

Drawing from the paid holiday bank will occur at an accelerated rate of 1.25 hours paid for every hour taken (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid).

(d) Sick Leave

Sick leave benefits will be provided in accordance with Article 12 of the Collective Agreement.

(e) Leaves of Absence

Article 11 applies for both paid and unpaid leaves. For the purposes of an unpaid 11.25 hour shift, the deduction from pay shall equate to 14.05 hours. For the purposes of an unpaid 7.5 hour shift, the deduction from pay shall equate to 9.375 hours.

(f) Tour Exchange

Weekend tour exchanges will be permitted only between weekend tour nurses. Weekday tour exchanges will be permitted provided the Hospital does not incur additional costs.

In all instances of tour exchange, the tours must be of the same duration.

(g) Overtime

Overtime will begin to accrue after sixty (60) hours in a two (2) week period averaged over the scheduling period determined by the local parties.

Overtime will apply if the nurse works in excess of the normal daily hours.

Payment for overtime is as in Article 14.01(a).

(h) Scheduling Provisions

The scheduling and premium provisions relating to consecutive weekends off do not apply to nurses who accept positions under this provision.

(i) Christmas Period

The provisions relating to scheduling during this period will apply, except as modified to confirm that the weekend tour nurse will continue to work weekends during this period.

(j) Averaging of Hours

(i) The Unit Weekend Worker Schedule must include two (2) 11.25 hour tours scheduled on each weekend. The remaining 7.5 hour tour shall be scheduled in accordance with Article 13 of the Collective Agreement.

(ii) Notwithstanding the above, the parties agree that it is permissible for the nurse to work four (4) 11.25 hour tours over each six weeks rather than six (6) 7.5 hour tours.

DATED at Toronto, Ontario, this 25<sup>th</sup> day of April, 2017

FOR THE EMPLOYER

FOR THE UNION

Antionietta Baruzzo

Robyn Hutton

Dara Marcoccia

Labour Relations Officer

Ann Scott

Deborah Fusco

Karen Coleman

Rose Briscoe

Jenn Power



**LETTER OF UNDERSTANDING**

**Between:**

**THE CREDIT VALLEY HOSPITAL and TRILLIUM HEALTH CENTRE  
(hereinafter called the "Hospital")**

**And:**

**ONTARIO NURSES' ASSOCIATION**

**RE: PERMANENT TOUR SCHEDULING**

Whereas the Hospital and the Union are parties to the Collective Agreement that expires on March 31, 2016; and

Whereas following the Interest Arbitration award it was identified that there were bargaining unit members who are being scheduled for permanent shifts; and

Whereas the parties have agreed to maintain these schedules; Now

therefore the parties agree as follows:

1. An employee who requests to work a specific tour (except the day tour) on a permanent basis shall be granted such request whenever possible.
2. Employees working 7.5 hour tours may be assigned to the day shift for up to ten (10) tours every calendar year for training, development, reorientation and evaluation purposes.
3. Employees working tours other than 7.5 hours may be assigned to the day shift for up to eight (8) tours every calendar year for training, development, reorientation and evaluation purposes.
4. Prior to assigning such employees to the day shift for training, development, reorientation and evaluation purposes, the Employer will provide no less than six (6) weeks of notice to the employee. The resultant available day shifts occurring due to the implementation of the above paragraph shall be equitably distributed amongst those nurses on the unit who have indicated a desire to work an increased number of day shifts.
5. Notwithstanding Article 13.04 (b) employees shall have the ability to maintain their "switch partner" arrangements to maintain their current rotation.
6. If an employee working a permanent shift requests to return to rotating shifts, such request will not be denied provided the employee has been in the permanent shift for at least a period of six (6) months.

7. If an employee leaves a permanent shift rotation for any reason, or where an employee is displaced from a permanent shift rotation in a long term layoff, the permanent shift rotation will be reverted to a rotating shift position. The nurses on the affected unit will receive ninety (90) day's notice that their master rotations may be amended. The Hospital will attempt to revise the unit schedules with as little disruption to current master rotations as possible. Any conflicts related to choice of rotations will be settled by seniority.
8. This Letter of Understanding shall be considered to be part of the Collective Agreement that expires March 31, 2018 and shall be subject to renewal during the course of negotiations for the renewal Collective Agreement.

DATED at Toronto, Ontario, this 25<sup>th</sup> day of April, 2017

FOR THE EMPLOYER

FOR THE UNION

Antionietta Baruzzo

Robyn Hutton  
Labour Relations Officer

Dara Marcoccia

Ann Scott

\_\_\_\_\_ Deborah Fusco

\_\_\_\_\_ Karen Coleman

\_\_\_\_\_ Rose Briscoe

\_\_\_\_\_ Jenn Power

**LETTER OF UNDERSTANDING****Between:**

**THE CREDIT VALLEY HOSPITAL and TRILLIUM HEALTH CENTRE  
(hereinafter called the "Hospital")**

**And:**

**ONTARIO NURSES' ASSOCIATION**

**RE: INNOVATIVE SCHEDULING AGREEMENT - COMBINED REGULAR AND EXTENDED TOURS**

**Whereas** the Hospital and the Union are parties to the Collective Agreement that expires on March 31, 2016; and

**Whereas** following the Interest Arbitration award it was identified that there are nurses who are scheduled for a combination of regular and extended tours; and

**Whereas** the parties have agreed to maintain these schedules; and

**Whereas** this Letter of Understanding is entered into and agreed upon pursuant to Article 13.03 of the Collective Agreement between the Hospital and the Union;

**Now therefore** the parties agree as follows:

1. These innovative schedules shall remain in place on units where they exist as of the date of signature of this agreement or until such time as either party provides ninety (90) days' notice of discontinuation. It is agreed that notice of discontinuation will not be given for reasons that are arbitrary or in bad faith.
2. It is agreed that the reference to the Extended tour is limited to tours of 11.25 hours in length.
3. A pay period for full time employees working the combination of Regular and Extended tours shall consist of seventy-five (75) hours.
4. Nurses working the combination of Regular and Extended tours shall not work consecutive tours of combinations of more than:
  - a) Two (2) - 11.25 hours and two (2) - 7.5 hours; or
  - b) Three (3) - 7.5 hours and one (1) - 11.25 hours; or
  - c) Three (3) - 11.25 hours; or
  - d) Seven (7) - 7.5 hour tours.

5. All schedules developed and posted under this initiative will meet all scheduling regulations of the Collective Agreement related to Extended tours except as specifically modified herein.
6. This Letter of Understanding shall be considered to be part of the Collective Agreement that expires March 31, 2016 and shall be subject to renewal during the course of negotiations for the renewal Collective Agreement.

DATED at Toronto, Ontario, this 25<sup>th</sup> day of April, 2017

FOR THE EMPLOYER

FOR THE UNION

Antonietta Baruzzo

Robyn Hutton  
Labour Relations Officer

Dara Marcoccia

Ann Scott

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Deborah Fusco

\_\_\_\_\_

Karen Coleman

\_\_\_\_\_

Rose Briscoe

\_\_\_\_\_

Jenn Power

## LETTER OF UNDERSTANDING

**Between:**

**THE CREDIT VALLEY HOSPITAL and TRILLIUM HEALTH CENTRE  
(hereinafter called the "Hospital")**

**And:**

**ONTARIO NURSES' ASSOCIATION**

**RE: REGULAR PART-TIME COMMITMENT**

**Whereas** the Hospital and the Union are parties to the Collective Agreement that expires on March 31, 2016; and

**Whereas** following the Interest Arbitration award it was identified that there were bargaining unit members who held a regular part-time commitment higher than that provided for in Article 2.05 of the Collective Agreement; and

**Whereas** the parties have agreed to maintain this higher commitment level;

**Now therefore** the parties agree as follows:

1. Regular part-time nurses who have letters on file confirming a commitment level higher than 45 hours per pay period shall retain that commitment level until such time the nurse permanently transfers to another position or terminates the employment relationship with the Hospital.
2. The incumbents to these regular part-time positions will be scheduled in accordance with Article 13.05 of the Collective Agreement on an equitable basis up to commitment along with all other regular part-time nurses.
3. There will be no further regular part-time positions created with a commitment level higher than that provided for in the Collective agreement.
4. In the event one of the positions occupied as stipulated in #1 above is vacated and is not eliminated, it will be posted as having a regular part-time commitment level that is consistent with Article 2.05 of the Collective Agreement.
5. This Letter of Understanding shall be considered to be part of the Collective Agreement that expires March 31, 2018 and shall be subject to renewal during the course of negotiations for the renewal Collective Agreement.

DATED at Toronto, Ontario, this 25<sup>th</sup> day of April, 2017

FOR THE EMPLOYER

FOR THE UNION

Antonietta Baruzzo

Robyn Hutton  
Labour Relations Officer

Dara Marcoccia

Ann Scott

\_\_\_\_\_

Deborah Fusco

\_\_\_\_\_

Karen Coleman

\_\_\_\_\_

Rose Briscoe

\_\_\_\_\_

Jenn Power

**MEMORANDUM OF AGREEMENT**

Between:

**TRILLIUM HEALTH PARTNERS  
MISSISSAUGA HOSPITAL AND QUEENSWAY HEALTH CENTRE**  
(hereinafter called "the Hospital")

And:

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

**WHEREAS** by the decision of the ONTARIO LABOUR RELATIONS BOARD dated December 17, 2012 the classification of Advanced Practice Nurse/Nurse Practitioner has been included in the ONA bargaining unit; and

**WHEREAS** pursuant to the decision dated December 17, 2012, the parties negotiated salary rates, benefits, service, and seniority provisions to be applied to the classification;

**NOW THEREFORE** the parties agree to the following:

1. Nurse Practitioner positions will be recognized as bargaining unit positions and effective December 17, 2012 the Collective Agreement will apply to the incumbents except as modified herein.
2. Article 2.01 will be amended to include the following as a second paragraph:

A Nurse Practitioner is a nurse who holds an Extended Class Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act and the Nursing Act. Nurse Practitioners may be referred to using the legal title of either Nurse Practitioner (NP) or Registered Nurse Extended Class [RN(EC)].

3. Nurse Practitioner will be recognized as a separate classification pursuant to Article 19. The wage grid that will become part of Appendix 3 of the Collective Agreement is as follows:

<b>Step</b>	<b>April 1, 2014</b>	<b>April 1, 2015</b>
Step 1	\$48.53	\$49.21
Step 2	\$50.23	\$50.93
Step 3	\$52.05	\$52.78
Step 4	\$54.00	\$54.75
Step 5	\$56.06	\$56.84
Step 6	\$58.28	\$59.09
Step 7	\$60.67	\$61.52

4. Incumbents to the position of Nurse Practitioner will be placed on the wage grid in accordance with their service as of December 17, 2012, or their date of hire if hired subsequent to December 17, 2012 and in accordance with the provisions of Article 19.05 notwithstanding that no incumbent will suffer a reduction in salary.
5. Any applicable retroactive payment as required by placement on the salary grid above shall be made to those Nurse Practitioners on staff within two (2) pay periods of the signing of this agreement.
6.
  - (a) Nurse Practitioners will self-schedule to a flexible work schedule that will adjust their schedules to variations in client load. The number of hours worked per day to be consistent with the normal daily tour as defined by the Collective Agreement. Part-time Nurse Practitioner's work schedules will be established by the Director.
  - (b) Nurse Practitioner's hours of work will be established by the Nurse Practitioner's Director in consultation with the Nurse Practitioner based on operational and patient needs. In the event the Hospital makes changes to the scheduling pattern with regard to hours of work the Nurse Practitioners affected and the Union will be given at least two (2) months notice of such change.
  - (c) Nurse Practitioners may average their hours over a biweekly period to a maximum of seventy-five (75) hours. A Nurse Practitioner who works in excess of seventy-five (75) hours bi-weekly shall have the option of electing payment at the applicable premium rate in accordance with Article 14.01 of the Collective Agreement, or may accumulate these hours at the rate of time and one-half for the purposes of taking the time in lieu at a time mutually agreed upon.
  - (d) The Hospital recognizes that Nurse Practitioners have both clinical and non-clinical responsibilities. Nurse Practitioners will devote approximately 80% of their time to clinical activities and approximately 20% to non-clinical care responsibilities, including Professional Development (e.g. research, education, leadership, policy and procedure development, education material development, and administrative duties).
  - (e) Notwithstanding Article 10.11(a) Nurse Practitioners may transfer to a position outside the bargaining either on a full-time or part-time basis for a period of up to two (2) years while maintaining seniority as is provided for in Article 10.11(a).
  - (f) Nurse Practitioners will not be required to arrange for coverage for sick time or vacation but will work with the team to identify strategies for the provision of patient care. Notwithstanding, Nurse Practitioners will only be required to cover for other Nurse Practitioners in their area of specialty/expertise.



- (g) Article 16.09 will be amended to include 16.09 (a) and (b). The current language in 16.09 will become 16.09 (a) and will remain applicable to all RNs.

(b) (article 16.09(b) applies to Nurse Practitioners only).

Nurse Practitioners shall submit written requests for vacation to their Directors for approval. The Directors will approve vacation requests based on operational requirements and patient needs. Requests for vacation time will not be unreasonably denied.

Vacation request will be considered on a first come, first served basis. If there is a conflict in requests, seniority shall prevail.

7. Collaborative Practice Agreements (CPA) will remain in effect and will be reviewed annually. Any proposed change to these agreements impacting terms and conditions of employment will be reviewed with the Union.
8. Nurse Practitioners, as part of formal Preceptorship duties may be asked to supervise students studying to become Nurse Practitioners, may accept preceptorship stipends directly from universities. This funding is in payment for administrative and/or other duties related to this preceptorship that occurs outside of paid clinical time.
9. Notwithstanding Article 9.01(b) it is understood that newly hired Nurse Practitioners will be provided with an orientation/mentorship in a manner consistent with the Collaborative Practice Agreements.
10. Nurse Practitioners will be provided with appropriate facilities/work areas and infrastructure required to perform their duties.
11. Nurse Practitioners will be provided with Health and Welfare benefits in accordance with Article 17 of the Collective Agreement.
12. Nurse Practitioners on staff as of the date of signature of this agreement will accrue vacation in accordance with the provisions of the Collective Agreement unless a superior condition exists in which case the Nurse Practitioner will be red circled at that accrual rate until such time as they are entitled to an increment in vacation entitlement pursuant to Article 16 of the Collective Agreement or until such time as the Collective Agreement provides a superior benefit.
13. It is agreed that newly hired Nurse Practitioners who held a Nurse Practitioner position at another facility/organization will be advised that if they had a vacation entitlement of four (4) weeks or more that they may request to begin their employment at the four (4) week vacation entitlement level. Such request will not be unreasonably denied.
14. The seniority of the incumbents will be calculated in accordance with the Collective Agreement starting from the incumbent's date of hire excluding any time in which the incumbents were in management position(s) that are excluded from the bargaining unit.

15. The Hospital agrees to recognize one employee from the Nurse Practitioner classification as a "unit representative" representing the Nurse Practitioners and to amend Article 6.02(a) increasing the number of unit representatives to thirty- one (31).
16. It is agreed that Article 6.04 of the Collective Agreement will be amended as follows:

6.04                    Negotiating Committee

The Hospital agrees to recognize a Negotiating Committee comprised of representatives of the Union for the purpose of negotiating a renewal agreement. This Committee shall be composed of up to five (5) members including the Bargaining Unit President, one (1) full-time and one (1) part-time nurse who shall act as a committee on behalf of the Union, in negotiating the Collective Agreement, its modification or renewal with the Hospital.

It is agreed that the committee may be expanded for a specific meeting or period of time to include a bargaining unit member from a specific classification when negotiations involve a matter directly related to that classification and input is deemed to be required. The compensation for the additional member will be the responsibility of the union.

The Hospital agrees to pay members of the Negotiating Committee for all time lost from their regular working hours in negotiations with the Hospital for a renewal agreement up to, but not including, conciliation and arbitration.

17. Dues deduction and remittance shall commence the first full month following full signing of this agreement.

Signed at \_\_Toronto, Ontario this 25<sup>th</sup> day of April 2017\_\_.

**FOR THE UNION**

Robyn Hutton

Labour Relations Officer

Ann Scott

Bargaining Unit President

Deborah Fusco

Rose Briscoe

Karen Coleman

Jenn Power

**FOR THE HOSPITAL**

Antoniette Baruzzo

Dara Marcoccia

