

**COLLECTIVE AGREEMENT**

Between:

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

And:

**WOMEN'S COLLEGE HOSPITAL**  
(Hereinafter referred to as the "Hospital")

Expiry: March 31, 2020

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**APPENDIX 3 – SALARY SCHEDULE**

## Registered Nurse

	<u>Effective April 1, 2018</u>	<u>Effective April 1, 2019</u>
Start	\$32.66	\$33.23
1 year	\$32.81	\$33.39
2 years	\$33.36	\$33.94
3 years	\$35.00	\$35.62
4 years	\$36.66	\$37.30
5 years	\$38.72	\$39.40
6 years	\$40.80	\$41.52
7 years	\$42.89	\$43.64
8 years	\$45.94	\$46.75
25 Years	\$46.76	\$47.57

## Infection Control

	<u>Effective April 1, 2018</u>	<u>Effective April 1, 2019</u>
Start	\$35.27	\$35.88
1 year	\$35.42	\$36.04
2 years	\$35.91	\$36.53
3 years	\$37.65	\$38.31
4 years	\$39.38	\$40.07
5 years	\$41.54	\$42.27
6 years	\$43.73	\$44.50
7 years	\$45.93	\$46.74
8 years	\$49.20	\$50.06
25 Years	\$50.07	\$50.95

## Charge Nurse

	<u>Effective April 1, 2018</u>	<u>Effective April 1, 2019</u>
Start	\$34.13	\$34.73
1 year	\$34.27	\$34.87
2 years	\$34.82	\$35.43
3 years	\$36.46	\$37.10
4 years	\$38.12	\$38.78
5 years	\$40.18	\$40.89
6 years	\$42.26	\$43.00
7 years	\$44.35	\$45.13
8 years	\$47.40	\$48.23
25 Years	\$48.22	\$49.06

## RN Pending

	<u>Effective April 1, 2018</u>	<u>Effective April 1, 2019</u>
Start	\$30.12	\$30.64

## Permanent Team Leader

	<u>Effective April 1, 2018</u>	<u>Effective April 1, 2019</u>
Start	\$34.41	\$35.01
1 year	\$34.53	\$35.13
2 years	\$35.08	\$35.70
3 years	\$36.72	\$37.36
4 years	\$38.41	\$39.08
5 years	\$40.54	\$41.25
6 years	\$42.68	\$43.43
7 years	\$44.84	\$45.62
8 years	\$48.01	\$48.85
25 Years	\$48.88	\$49.74

- Includes Pay Equity Adjusted Rates

Assistant Unit Manager  
Nurse Clinician

	Effective <u>April 1, 2018</u>	Effective <u>April 1, 2019</u>
Start	\$39.10	\$39.78
1 year	\$39.64	\$40.33
2 years	\$40.04	\$40.74
3 years	\$41.80	\$42.53
4 years	\$43.58	\$44.34
5 years	\$45.34	\$46.13
6 years	\$47.13	\$47.96
7 years	\$48.91	\$49.76
8 years	\$51.74	\$52.65
25 Years	\$52.70	\$53.62

Clinical Nurse Specialist

	Effective <u>April 1, 2018</u>	Effective <u>April 1, 2019</u>
Start	\$45.76	\$46.56
1 year	\$46.38	\$47.19
2 years	\$46.84	\$47.66
3 years	\$48.93	\$49.78
4 years	\$50.97	\$51.87
5 years	\$53.05	\$53.98
6 years	\$55.16	\$56.13
7 years	\$57.23	\$58.23
8 years	\$60.55	\$61.61
25 Years	\$61.66	\$62.74

## Research Assistant

	Effective <u>April 1, 2018</u>	Effective <u>April 1, 2019</u>
Start	\$36.24	\$36.87
1 year	\$36.72	\$37.36
2 years	\$38.41	\$39.08
3 years	\$38.72	\$39.40
4 years	\$40.38	\$41.08
5 years	\$42.01	\$42.75
6 years	\$43.66	\$44.43
7 years	\$45.31	\$46.10
8 years	\$47.96	\$48.80
25 Years	\$48.82	\$49.68

Diabetes Nurse Educator  
Educator  
Nurse Educator  
Registered Nurse First Assist

	Effective <u>April 1, 2018</u>	Effective <u>April 1, 2019</u>
Start	\$42.35	\$43.10
1 year	\$42.90	\$43.65
2 years	\$43.35	\$44.11
3 years	\$45.26	\$46.06
4 years	\$47.18	\$48.01
5 years	\$49.11	\$49.97
6 years	\$51.02	\$51.92
7 years	\$52.94	\$53.87
8 years	\$56.03	\$57.01
25 Years	\$57.06	\$58.06

## **APPENDIX 4 – SUPERIOR CONDITIONS**

### **Earned Leave**

Assistant Nursing Directors in the employ of the Hospital as of June 30th in any year and who have completed at least one (1) year of continuous service on or before June 30th of that year with the Hospital, will be granted an annual vacation of twenty (20) working days without deductions from their regular pay.

### **Re: Leave Of Absence With Pay (Sick Leave) – Women’s College Campus**

Pay for sick leave is for the sole and only purpose of protecting the Employee against loss of regular income when she is legitimately ill and unable to work, and will be granted on the following basis:

- (a) Sick leave will be allowed for sickness for employees after three (3) months' service on the basis of one and one-half (1½) days per month active employment (excluding leaves of absence in excess of fourteen (14) days) to a total of eighteen (18) days after one (1) year's service;
- (b) It is understood and agreed that no sick leave will be allowed during the Employee's first three (3) months of service, provided that at the end of such three (3) months her entitlement shall date back to the last date of hiring.
- (c) All unused sick leave may be accumulated to the credits of the Employee up to a maximum of one hundred and fifty (150) days.
- (d) The Employee may be required to produce proof of sickness for any absence, in the form of a medical certificate or such other material as may be required by the Hospital;
- (e) Employees shall not be entitled to sick leave benefits for sickness or accident compensable by the Workplace Safety and Insurance Board.

### **Re: Educational Bonus Full Time And Part Time**

1. An employee who successfully completes a post-graduate course in her or his specialty recognized by the Hospital who is working in that specialty will be paid a bonus of \$15.00 per month. This bonus is not to be pyramided.
2. An employee who successfully completes a Bachelor's Degree in Nursing which is recognized from an accredited university will be advanced one step on the salary grid. This bonus is not to be pyramided.
3.
  - (i) Such payments will be effective from the date on which the Employee presents to her or his Patient Care Manager proof of successful completion of the post-graduate course:
  - (ii) It is understood that where the part-time employee has no earnings for any monthly period, the education allowance for that period will not be payable.

Note: "One step" in #2 above does not mean movement from Step 8 to Step 25.

Note: Effective April 1, 2017, the bonus in #2 will not be payable to newly hired nurses with a Bachelor's Degree in Nursing.

### **ARTICLE A – RECOGNITION**

- A.1 The Hospital recognizes the Association as the exclusive bargaining agent for all Registered and Graduate Nurses employed by the Hospital in the Municipality of Metropolitan Toronto engaged in a nursing capacity save and except Lactation Consultant, Nurse Practitioner, Professional Practice Leader, Return to Work Coordinator, Provincial Coordinator SACC, Clinical Trials Coordinator, Clinical Practice Leader, Advanced Practice Nurse, Managers and those above the rank of Manager.
- A.2 The word "employees" when used throughout this Agreement shall mean Registered and Graduate Nurses included in the above described bargaining unit.

### **ARTICLE B – MANAGEMENT RIGHTS**

- B.1 The Union recognizes that the management of Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital, except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) determine in the interest of efficient operation and highest standards of service, job-rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
  - (d) generally to manage the operations that the Hospital is engaged in, and without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
  - (e) make and enforce and alter from time to time, reasonable rules and regulations to be observed by the Employee, not inconsistent with the provisions of this Agreement. The Hospital will advise the Union of any change of rules and regulations, through the Hospital/Association meetings.
- B.2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.



## **ARTICLE C – COMMITTEES AND REPRESENTATIVES**

### C.1 Union Representatives

The Hospital recognizes the Union's right to represent its members. There will be a Union representative recognized from each area where members work. There will be no more than one representative from each area.

### C.2 Negotiating Committee

There shall be up to two (2) employees plus the Bargaining Unit President on a Negotiating Committee. There will be no more than one full-time employee from each area.

### C.3 Grievance Committee

No more than two (2) representatives shall be absent from work being paid by the Hospital at any one (1) time for the purpose of attending Grievance Committee meetings. There will be no more than one employee from each area.

### C.4 Hospital Association Committee

There shall be equal numbers of management and Union representatives in the Committee as determined by the terms of reference. The Hospital will endeavour to respond to issues raised prior to the next meeting.

The Hospital agrees that committee members who are to be paid for attendance at these meetings pursuant to Article 6 of the Collective Agreement will advise the Hospital at the Hospital Association Committee Meeting. The Hospital co chair of the Committee will advise the appropriate manager that the committee member is to be compensated for attendance at the meeting.

### C.5 Union Interview

For the purpose of interviewing newly hired employees the Union interview shall take place during the orientation period. The Hospital agrees that the Union shall be allowed a period of one (1) hour during which this interview shall be conducted.

The Hospital will issue to the Local Executive the annual schedule of planned orientation sessions. The Hospital will provide the Local Executive in advance of the session a list of the names of the Employees scheduled to attend, the Employees' status and the unit to which the Employee has been hired. If any additional names of Employees scheduled to attend are added to the list after this date they will be forwarded to the Union as soon as possible. The Hospital will endeavour to provide this information to the Local Executive in advance. The Hospital will confirm to the Union the list of actual attendees at each orientation session. The Hospital will discuss with the Union ways to attempt to schedule non-attendees at a future orientation session.

C.6 Leave for Union Business

The Union will normally provide three (3) weeks' notice of Leave of Absence requests. Such requests shall not be unreasonably denied.

C.7 Bargaining Unit President Leave

The Bargaining Unit President will be paid at his/her regular straight time hourly rate for time spent in meetings arranged or requested by the Hospital which occur outside her/his scheduled hours of work. Such compensation shall be in the form of payment at the Bargaining Unit President's straight time hourly rate. Such payment, however, shall not exceed a cumulative total of fifteen (15) hours per month. Such hours will be invisible for purposes of determining premium payment (i.e. these hours will not be counted for purposes of determining eligibility for premium payment on other hours worked). To qualify for such payment, the Bargaining Unit President will submit, at the end of each month, a record of times and dates of these meetings to the Director, Human Resources or designate. For purposes of clarity, leave to participate in local collective agreement negotiations will be in addition to the leave provided for in this provision.

**ARTICLE D – SCHEDULING – HOURS OF WORK**

D.1 The Bargaining Unit President will be scheduled to work days Monday to Friday for the period of her or his term.

On completion of her or his term of office, the Bargaining Unit President shall return to her or his previous position and schedule on the nursing unit.

D.2 Pursuant to Article 13 of the Collective Agreement the parties agree to adhere to the following process when implementing Extended Tours (12 Hours), Self Scheduling, 2 Day 2 Night and 2 Day 2 Evening Scheduling, Ten Hour Tours (10 Hours), or any other scheduling initiatives as may be applicable:

(1) 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 percent (70%) of the full-time and regular part-time Employees in the unit so indicate by a secret ballot conducted by the Union; and
- (iv) The Hospital agrees to provide the Union with space on the unit to conduct the vote.

- (v) With the exception of Self Scheduling, any employee who does not wish to participate in the scheduling initiative will make this known to their manager who will continue to schedule the Employee on her existing schedule as provided for in the Collective Agreement.
- (vi) 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.
- (vii) The parties agree to establish principles for conducting the vote.

(2) Trial Period

There shall be a trial period of sixteen (16) weeks. The scheduling initiative will be evaluated jointly halfway through and at the end of the trial period. It is understood that the scheduling initiative may be terminated during the sixteen (16) week trial period if deemed to be unsatisfactory by the parties.

(3) Continuation

The scheduling initiative will be continued provided seventy percent (70%) of the Employees in the unit indicate so by a secret ballot conducted by the Union. This vote will be conducted at the end of the trial period.

(4) Discontinuation

The scheduling initiative may be discontinued in the units when seventy percent (70%) of the full-time and regular part-time Employees in the unit so indicate by secret ballot 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 nor arbitrary.

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

- i) the parties shall meet within two (2) weeks of the giving of 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.3 Regular Tours (8 Hours) and Extended Tours (12 Hours)

- (a) Scheduling shall be done on an individual unit basis. Where an employee has complained to her or his Manager about a schedule and the Union requests a copy of the applicable schedule, the Manager shall provide a copy to the Union. In the event of an individual problem related to scheduling the Employee and failing resolution, the Union will discuss any difficulties with the Manager. If such discussions fail to provide a satisfactory resolution, then the matter shall be reduced to a grievance and lodged at Step No. 2 of the Grievance Procedure with the Director of Human Resources or designate.
- (b) Continuation or discontinuation of master schedules will be determined on a unit by unit basis as follows:
  - (i) Where a master schedule is not currently in effect on a nursing unit, one shall be initiated where seventy percent (70%) or more of the Employees voting in the unit so indicate by secret ballot. Full-time and regular part-time staff shall be eligible to vote. A master schedule shall be submitted to the Hospital Association Committee (HAC) for a review.  
  
Where a master schedule is currently in effect on a nursing unit, it may be discontinued where seventy (70%) of the Employees voting in the unit so indicate by secret ballot.
  - (ii) All master schedules shall be filed with the HAC once every twelve months. Specific master schedules shall be audited at the discretion of the HAC.
  - (iii) Where there is a new or revised master rotation proposed, the following process shall be used to seek the input and approval of the Employees:
    - (A) For a four (4) week period the Manager shall solicit feedback from the Employees by posting the proposed master rotation. Written comments shall be requested from the members. Employees' participation in this process shall be encouraged. All feedback, the existing schedule, and proposed schedule shall be provided to the HAC when the final schedule is reviewed for approval.
    - (B) A two (2) week period shall be utilized to conduct a vote. Ballots shall be available to all full time and regular part time employees on the unit. The purpose of these ballots is to indicate agreement or disagreement to the proposed master rotation. Votes shall be cast into a locked ballot box that shall be maintained by the HAC.

- (C) Implementation of the proposed master rotation requires a seventy percent (70%) vote in favour and shall take place no less than four (4) weeks from the date of the HAC's declaration that the votes in favour meet the seventy percent (70%) requirement.

D.4 An employee will be scheduled off work for not less than five (5) consecutive days at either the Christmas or New Year's season, except in areas which are not normally required to work on weekends and holidays. Scheduled consecutive days off work at Christmas will include December 24th, December 25th and December 26th. Scheduled consecutive days off at New Year's will include December 31<sup>st</sup>, January 1<sup>st</sup>. It may be necessary to waive the scheduling requirements during this period of time, however, the Hospital will continue to meet as many requirements as possible.

An employee will be scheduled to work at either Christmas or New Year's season unless she requests to work both. Part-time employees may request to work both.

The Employees will submit their preferences in writing, to the Manager, by October 15<sup>th</sup>. The Christmas and New Year's schedule will be posted by November 15<sup>th</sup> of each year.

An employee who requests and is scheduled off for both Christmas (December 24, 25, 26) and New Year's (December 31, January 1) may not receive five consecutive days off at either season.

In cases of conflict where employees request the same holiday period off, seniority shall govern.

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

D.5 Requests for change in posted time schedules must be submitted in writing and co-signed by an employee willing to exchange days offs or tours, to the Manager or most responsible nursing designate for approval. Requests will not be unreasonably denied. The exchange request will be responded to by the Manager or most responsible nursing designate in writing within two (2) business days.

D.6 A permanent Team Leader will be allowed one (1) weekend off in two (2).

D.7 Part Time - Additional Shifts

The Hospital will distribute shifts above the regular part-time commitment amongst regular part-time employees within each unit. This will be determined on the basis of seniority for those employees who have indicated four weeks in advance their availability for each six week schedule. Remaining available extra shifts will then be offered to casuals who have indicated four weeks in advance their availability for each six week schedule, ensuring seniority and a fair distribution of shifts amongst casual employees is taken into consideration.

## D.8 Premiums

### (a) Weekend Premium

For the purpose of paying the weekend premium referred to in article 14 of the central collective agreement, the weekend is defined as commencing at 23:30 hours Friday and concluding forty-eight (48) hours later on Sunday at 23:30 hours. This clause does not apply to what is considered the definition of a weekend for the purpose of scheduling time off on weekends.

### (b) Evening Premium

For the purpose of paying the evening shift premium referred to in article 14 of the central collective agreement, for ambulatory clinical programs/clinics, evening shift premium will be paid after 1700 hours.

Note: This does not apply to the Operating Room, Recovery Room or any other unit that provides twenty-four (24) hour, seven (7) day per week coverage.

## D.9 Regular Tours (8 Hours)

- (a) The weekend is defined as commencing at the completion of the day tour Friday and concluding not less than sixty (60) hours later. The commencement time will vary in the event an employee works on a permanent tour.

At least two (2) weekends off in every four (4) consecutive weekend periods. This clause is not to be construed as the maximum allocation for weekends off, and where possible, employees will receive as many weekends off as staffing permits, and where she or he receives additional weekends, the definition may not apply to either those employees that rotate or work permanent tours.

An employee will receive premium payment in accordance with Article 14.03 for all hours worked on any weekend scheduled in excess of two (2) weekends in every four (4) consecutive weekend, save and except where:

- 1) Such weekend has been worked by the Employee to satisfy specific days off requested by such employee; or
- 2) Such employee has requested weekend work; or
- 3) Such weekend is worked as a result of an exchange of shifts with another employee; or
- 4) Such weekend is worked at the Employee's request in order to accommodate that employee's vacation request.

It is agreed that an employee's indication of availability for additional shifts under this provision does not waive the Employee's right to premium payment that may be applicable unless a written request for weekend work has been provided for the Employer.

- (b) Final schedules will be posted no less than twenty-eight (28) days in advance.
- (c) No split shifts;
- (d) Single days off will be kept to a minimum.
- (e)
  - i) Employees will not normally be scheduled to work more than seven (7) consecutive days. Whenever possible, single tours on duty will not be scheduled. Where possible, schedules with less than seven (7) consecutive tours will be implemented and where seven (7) consecutive tours are required, every attempt will be made to schedule a change in tour midway through the seven (7) consecutive tours. Approval for these schedules will not be unreasonably withheld.
  - ii) An employee will be scheduled for a minimum of two (2) consecutive days off after working scheduled night tours.
  - iii) Where an employee is scheduled to work more than seven (7) days in a row, she or he will be paid at premium rates for the eighth (8th) and subsequent day until a day off is scheduled.
  - iv) Regular part-time employees shall not normally be scheduled to work more than four (4) consecutive tours, unless agreed otherwise by the Employee.

#### Full-Time

- (f) No less than two (2) consecutive tours shall be scheduled off between tour changes. Where this does not occur premium payment as per Article 14 will be paid for the next scheduled tour.
- (g) An employee who normally rotates shall not be required to work more than two (2) consecutive weeks on either of the evening or night tours.
- (h) For employees who rotate regularly within a Unit, the Hospital will normally schedule evening and night tours of duty equitably.
- (i) An employee shall not normally be scheduled to change to night/evening tour more than once in any two (2) week period unless agreed to by the individual employee in writing.
- (j) Employees may request that they be scheduled to work either permanent nights or evenings. Requests will not be unreasonably denied. Normally, the Hospital may schedule an employee for not longer than a period of two (2) weeks at a mutually agreeable time to work the day shift with four (4) weeks notice, if required by the Employees, for performance review or education.

It is understood that the Hospital may extend this two (2) week period for an additional two (2) weeks where necessary. The Hospital agrees that a second four (4) week notice period applies.

Part-time (Regular)

The predetermined basis upon which the commitment of a regular part-time nurse is made and applied shall be as follows:

- (k) All regular part-time positions will be posted identifying the commitment level expressed as a full-time equivalent commitment. The regular part-time commitment level will be included in the letter of offer or transfer letter.
- (l) To provide availability twelve (12) months per year minus their individual vacation entitlement and approved leave of absence.
- (m) An employee will be scheduled a minimum of two (2) consecutive days off after working scheduled night tours.

Part-time (Casual)

- (n) Casual part-time employees will advise their Manager of the dates and tours for which she or he may be available to work four (4) weeks in advance of the six (6) week schedule. It is the responsibility of the nurse to amend any changes to availability.
- (o) To provide availability twelve (12) months per year minus their individual vacation entitlement and approved leave of absence.
- (p) An employee will be scheduled a minimum of two (2) consecutive days off after working scheduled night tours.

D.10 Regular and Twelve Hour Tours

The parties recognize the principle of scheduling so that the number of shifts (E/N) worked does not exceed the number of day shifts worked unless mutually agreed to by the Employee and their Manager. The parties recognize that:

- (a) Days off will not be counted as days worked.
- (b) The achievement of this principle will be over the length of the schedule.
- (c) This principle applies on an individual employee basis.

D.11 Twelve Hour Tours

- (a) Full-Time

Employees on extended tours will not normally be required to work more than three (3) consecutive extended tours. If an employee is required to



work four (4) consecutive tours, then she or he shall receive a minimum of two (2), preferably three (3) days off.

(b) (Includes Ten Hour Tours (10 Hours))

Every second (2nd) weekend will be scheduled off unless otherwise agreed upon between the Hospital and the individual employee, or fifty percent (50%) of weekends (i.e., over a month, two (2) out of every four (4) will be scheduled off if agreed upon by the Hospital and a group of employees.

(c) An employee shall not normally be scheduled to change to night tour more than once in any two (2) week period.

(d) (Includes Ten Hour Tours (10 Hours))

An employee will receive premium pay in accordance with Article 14.03 for all hours worked on a second (2nd) consecutive and subsequent weekend save and except where:

- i) such weekend has been worked by the Employee to satisfy specific days off requested by such employee, or
- ii) such an employee has requested weekend work; or
- iii) such weekend is worked as a result of an exchange of shift with another employee; or
- iv) such weekend is worked at the Employee's request in order to accommodate that employee's vacation requests.

It is agreed that an employee's indication of availability for additional shifts under this provision does not waive the Employee's right to premium payment that may be applicable unless a written request for weekend work has been provided for the Employer.

(e) The provisions (b), (c), (d) (e ii), (f), (g), (i), (j), (k) and (l) of D.9 apply to the extended tour (including ten (10) hour tours).

D.12 Where an employee is attending courses directly related to the Employee's employment at the Hospital and she is working an extended tour, the Nursing Manager will endeavour to schedule her for a regular tour on the day that the Employee attends her classes.

D.13 Ten Hour Tours (10 Hours)

The parties agree that all the terms of the Collective Agreement as outlined in the Central Document and Local Provisions shall apply, save and except those provisions modified by this article.

(1) Hours of Work

- (a) For employees working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four hour (24) period, exclusive of a total of thirty-seven and one-half (37 1/2) minutes unpaid meal time.
- (b) Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37 1/2) minutes.

For the purposes of payment as referred to in Article 13.01 (d), the meal period on the night tour shall be scheduled during the first five hours of the tour.

(2) Shift Premium

Employees working ten (10) hour tours shall be paid shift premium for all hours worked between 1700 and 0730 hours.

(3) Overtime (Article 14)

For employees working ten (10) hour tours, overtime shall be paid at the rate of time and one-half (1 1/2) the Employee's regular straight time hourly rate for all work performed in excess of 9.375 paid hours in a twenty-four hour period, it being understood that at the change of tour, there will normally be additional time required for reporting, which shall be considered as part of the normal daily tour, for a period of fifteen minutes duration. Should the reporting time extend beyond fifteen minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 14.

(4) Paid Holidays

An employee working the ten (10) hour tour shall be paid as per Article 15, noting that the Employee working ten (10) hours shall receive twelve (12) days off to consist of seven and one-half (7.5) hours each (applies to full-time only).

(5) Vacations

Vacation entitlement for employees working ten (10) hour tours shall be converted as follows:

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

(equivalent paid hours applies to full-time only).

(6) Scheduling Objectives

The following scheduling objectives contained in the Collective Agreement shall apply to all employees working ten (10) hour tours as follows:

1. Employees shall not normally be scheduled to work more than four (4) consecutive 9.375 hour tours. If an employee works five (5) consecutive tours, she or he shall receive a minimum of two (2) preferably three (3) days off.
2. At least 14 hours time off will be scheduled between tours.
3. The weekend is defined as commencing at the completion of the day tour Friday and concluding not less than sixty-two (62) hours later. The commencement time will vary in the event an Employee works on a permanent tour.
4. Schedules will be posted no less than twenty-eight (28) days in advance of the start date of the new schedule.
5. Requests for changes in posted time schedules must be submitted in writing and co-signed by an employee willing to exchange days off or work tours.

(7) Bereavement Leave

For the Employees on ten (10) hour tours, reference to days under this Article shall mean three (3) days comprised of 9.375 paid hours.

## (8) Full-Time

Sick Leave and Long Term Disability

Sick leave as provided for in Article 12 shall be as follows: 75 days 7.5 hours = 562.5 hours.

In accordance with the HOODIP Plan, short term coverage will be sixty (60) ten (10) hour tours. Sick time utilization shall be based on the number of hours absent according to the work schedule.

D.14 Part-Time - Four Hour Tours

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

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

3. No part-time employee will be required to work less than 7.5 hour tours without her or his consent.
4. The Hospital will endeavor to keep the number of tours comprised of less than 7.5 hours to a minimum.
5. Employees working shifts comprised of less than 7.5 hours shall be granted a paid rest period.
6. No part-time employee will be scheduled fully on tours which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the Employee.

## D.15

Self Scheduling

1. When a unit adopts self scheduling all employees on the unit will be required to participate.
2. Employees on self-scheduling units shall be responsible for scheduling their hours including paid holidays and lieu days.
3. The completed schedules shall be submitted to the Manager for review and approval, to ensure that appropriate coverage is maintained, at least four (4) weeks in advance of the required posting time. The Manager's approval of the schedule shall not be unreasonably withheld, and final schedules will be posted a minimum of twenty-eight (28) days in advance of the start date of the new schedule.
4. Self-scheduling, including scheduling guidelines, shall comply with all the provisions of the Collective Agreements in all respects.
5. The parties agree that they will discuss guidelines regarding self-scheduling prior to implementation of self-scheduling.
6. Self-scheduling guidelines shall be filed with the HAC once every twelve (12) months. Self-scheduling guidelines shall be audited at the discretion of the HAC.

## D.16

2D – 2N and 2D – 2E Scheduling

The scheduling provisions contained in Article D are applicable save and except D.11 (a), (b), (c), (d) and F.3. The Hospital will endeavour to ensure that employees working this schedule are scheduled to work full time hours in each calendar year.

## D.17

Time Off in Lieu of Overtime Payment

Pursuant to Article 14.09 of the Collective Agreement, an employee may bank up to one hundred (100) hours as lieu time off for overtime worked. Any hours above one hundred (100) shall be paid out at the appropriate hourly rate. This provision will apply to both full time and part time employees. Lieu time resulting from overtime worked shall be taken at a mutually agreeable time.

- D.18 Pursuant to Article 13.03 the parties agree to discuss innovative schedules proposed by either the Union or the Hospital. The parties will document the arrangement including any amended collective agreement provisions in a Letter of Understanding.

### **ARTICLE E – VACATION**

- E.1 The Hospital will give every consideration to the Employee's preference as to the timing of her/his vacation. The Hospital must reserve the right to the final decision as to the scheduling of the vacation to meet patient care requirements. Vacation requests will not be unreasonably denied. In the event a vacation request is denied the Manager will provide to the Employee, in writing, the reasons for the denial. The Hospital will endeavour to schedule vacations as follows:
- (a) To commence on Monday unless otherwise mutually agreed in writing.
  - (b) Upon request from the Employee, the Hospital shall schedule the weekend off prior to one of the Employee's vacation periods. The Hospital will also endeavour to schedule other vacation weekends if possible and practical.
  - (c) Where an employee schedules her or his vacation to commence on a weekend that would normally be a weekend off, then this shall not be counted as a weekend that the Hospital is required to schedule off before vacation.
  - (d) The Hospital will post summer vacation request lists for the period June 15th to September 15th by February 1<sup>st</sup>. Employees will submit their written requests for vacation by March 1<sup>st</sup>. The Hospital will post approved summer vacation request lists by April 15th. If the Hospital cannot approve all requests, the Hospital will grant approval on the basis of seniority. Any remaining available time for vacation in prime time shall thereafter be granted on a first come first served basis.
  - (e) Employees will normally submit written vacation requests for other times of the year at least six (6) weeks in advance. The Hospital will give a written response to the request within one (1) week of receipt of the request indicating approval or denial. Once the Hospital has approved a request the Hospital and the Employee will change this approved time only by mutual agreement.
  - (f) The Hospital will give consideration to requests for four (4) consecutive weeks or more in periods other than prime time. The Hospital will also consider requests for up to four (4) consecutive weeks during prime time. Such requests shall not be unreasonably denied.
  - (g) The Hospital will provide seniority and vacation entitlement information upon request.
  - (h) Employees may accumulate vacation credits up to a maximum of eighteen (18) months' accrued credit.

- (i) Employees shall be permitted to have an advance borrowing of up to five (5) days' vacation credit. Should the Employee leave prior to earning these credits, the Hospital is authorized for all purposes including for purposes of the Employment Standards Act and Regulations to make deductions from the Employee's outstanding wages for those credits not yet earned.

An employee will be required to use any banked paid time available to her before the Hospital will authorize advance borrowing of vacation.

- (j) The Hospital will give consideration to an employee's request for vacation between the period December 15<sup>th</sup> and January 15<sup>th</sup>. Requests must be in writing.
- (k) Employees shall not be required to change from their normal schedule in order to cover shift work of other employees who may be on vacation except under extreme circumstances.

E.2 Vacation pay for part-time employees shall be included in each pay.

E.3. Once schedules are posted, if an employee no longer desires their requested approved vacation, they may make themselves available to pick up tours. Such employees will be called last for any tours; after all other available employees have been offered such tours.

**ARTICLE F – PAID HOLIDAYS**

F.1	New Year's Day (January 1st) Family Day Good Friday Victoria Day Easter Monday Canada Day (July 1st)	Civic Holiday Labour Day Thanksgiving Day Remembrance Day (November 11th) Christmas Day (December 25th) Boxing Day (December 26th)
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F.2 An employee must take her/his lieu day within six (6) months of the statutory holiday. Scheduling of a lieu day will be mutually agreed upon between the Hospital and the Employee. If the Employee cannot take her lieu day within six (6) months, it will be paid.

Lieu time may be taken in conjunction with vacation leave or other approved leave. Lieu time may be taken in forms other than 7.5 hours.

An employee who works in a unit which routinely closes between Christmas and New Year's Day, or for another extended period, may bank her lieu days up to a maximum of five (5) days to be taken during the closure. These days must be taken within a twelve (12) month period, otherwise they will be paid.

F.3 The Hospital will schedule a holiday designated for a Friday or a Monday to be an off day for an employee scheduled to be off on the adjacent Saturday and Sunday, unless otherwise requested by the Employee and agreed to by the Hospital. Conversely, the Hospital will schedule a holiday designated for a Friday or a

Monday to be a workday for an employee scheduled to work on the adjacent Saturday and Sunday.

Employees on a twelve (12) hour tour schedule shall not be scheduled for more than three (3) consecutive tours without the consent of the Employee.

## **ARTICLE G – SCHEDULING – STANDBY**

### **G.1 Scheduling Standby**

- (a)
  - i) Standby/ON call will be utilized in those units presently using such measures. The Union will be notified of any units that are commencing standby/on call.
  - ii) Guidelines will be developed and approved by management for each unit to determine the appropriate utilization of on call staff.
  - iii) Nurse standby assignments shall be posted at the same time as the tours of duty schedules. Nurses shall be permitted to exchange their standby assignments with another qualified nurse provided that such exchange does not result in a premium pay requirement which otherwise would not be payable.
  - iv) The Employer agrees that standby will be distributed on an equitable basis among the qualified nurses who normally perform the work.
  - v) The nurse will not be scheduled for standby for more than two (2) consecutive weekends, unless mutually agreed.
- (b) A nurse who is called in shall be paid in accordance with Article 14.06 and will be permitted leave with pay for that part of his/her next shift to allow a minimum of twelve (12) hours between the end of the overtime assignment and the commencement of work on the regularly scheduled shift.
- (c) Should the nurse not wish to work any remaining hours in the shift referred to in paragraph D.13 (b), she shall be granted time off without pay, or she may choose to use lieu time for those remaining hours, if mutually agreeable between the nurse and employer.
- (d) Should a nurse notify the in charge nurse or the Unit Manager, that her or she wishes to be relieved after sixteen (16) hours of work, the Employer shall make every reasonable effort to relieve that nurse from duty.
- (e) A nurse who is required to travel to the site or return to his or her home, as a result of being called, shall receive paid transportation which shall be paid by the Employer, either by taxi or by the nurse's vehicle pursuant to Article 14.13 of the Collective Agreement.

- (f) A nurse assigned to standby shall not be assigned to take call for more than five (5) consecutive days, unless mutually agreed between the nurse and the Employer.
- (g) Nurses on standby will be provided with pagers.
- (h) The Employer will make available a rest/sleep room for nurses scheduled for standby or those working over-time. It is agreed that the room shall be furnished with a door lock, a bed and a telephone.

G.2 Employees may exchange or give away standby duty with the mutual consent of the Employees involved and the approval of the Manager.

G.3 (a) An employee who is called in to work and;

- (i) works a minimum of four hours, and
- (ii) works to 0200 hours or beyond, and
- (iii) is scheduled for the next day shift,

will be permitted leave with pay for that next day shift.

- (b) It is understood that employees may request time off as lieu time or vacation for the next day shift when the above conditions are not met. Requests for time off shall not be unreasonably denied.

#### **ARTICLE H – BULLETIN BOARDS**

H.1 The Hospital will provide bulletin board space to the bargaining unit at the 76 Grenville building. All such notices must be submitted to and approved by the Director of Human Resources or designate prior to posting. Such approval shall not be unreasonably denied. Both the Union and the Hospital shall keep copies of the keys.

H.2 The Union may construct and affix at its expense one bulletin board at each satellite site where ONA members work, for its use at a mutually agreed location in order to duplicate the postings under H.1. Both the Union and the Hospital shall keep copies of the keys, if applicable.

#### **ARTICLE I – UNIFORMS**

I.1 The Hospital agrees to launder Hospital supplied uniforms without charge.

I.2 The Hospital will provide for reasonable reimbursement cost where an employee incurs damage to her or his uniform or associated personal property due to patient actions beyond the Employee's control. This does not apply to negligence, loss or normal wear and tear.



## **ARTICLE J – SICK LEAVE AND MEDICAL CERTIFICATES**

- J.1 A medical certificate is normally required for all illness of four (4) days' duration or more.
- J.2 Employees may be required to provide a medical certificate for proof of illness at the request of the Hospital. Such request shall be made prior to an employee's return to work, and any requests will be administered in a reasonable fashion.
- J.3 The Hospital agrees to provide the Employee and the Union with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.
- J.4 Except in an emergency, a nurse must notify the Manager or designate one (1) hour before the start time of the day shift if he or she is unable to report to work due to illness.

Except in an emergency, a nurse must notify the Manager or designate two (2) hours before the start time of an evening or night shift if he or she is unable to report to work due to illness.

## **ARTICLE K – SENIORITY LISTS**

- K.1 A copy of the combined seniority lists will be filed with Local 80 on the Monday following the first payday in February, June and November of each year. It is understood that full-time and part-time lists will be separate.
- K.2 Staff will review seniority lists and bring any discrepancies to the attention of management within sixty (60) days of posting.

## **ARTICLE L – JOB SHARING**

### **L.1 Introduction and Discontinuance**

If the Hospital and the Union agree 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:

### **Implementation**

1. Where the job sharing arrangement arises out of the filling of a vacant full-time position, the full-time position will be posted first, and, in the event that there are no successful applicants, then both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
2. Job sharing requests with regard to full-time positions shall be considered on an individual basis. Staff members seeking a job sharing position must submit a written application to the relevant Manager. The Hospital shall reserve the right to determine the appropriateness of such arrangement.

3. An incumbent full-time employee wishing to share his/her position, may do so without having his/her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the basis of the criteria set out in the Collective Agreement.
4. Where two (2) full-time employees on one unit wish to job share one (1) position, neither half will be posted.
5. Should one job sharing partner voluntarily transfer or resign, the remaining partner will continue his/her own schedule for a maximum of six weeks from the effective date of the transfer or resignation. During this period the vacancy created will be posted. If no replacement partner is recruited, the position will revert back to a full-time position. If the position reverts back to full-time, and the remaining partner was previously full-time, the remaining partner will revert to his/her former status and the shared position will become his/her position. If the position reverts back to full-time and the remaining employee was previously part-time and there is no part-time position available on the same Unit, she/he will be laid off in accordance with the layoff provisions of the Collective Agreement. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.
6. Total hours worked by the two (2) job sharers shall equal one (1) full-time position. The division of these hours over each schedule shall be determined by mutual agreement between the two (2) employees and the Manager.
7. The above schedules shall conform to the scheduling provisions of the Full-time Collective Agreement. Posted schedules shall be based on the schedule that would apply to a full-time employee holding that position.
8. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work unless mutually agreed otherwise.
9. a) Job sharers will be expected to cover each other's incidental illnesses and vacations. If, because of unavoidable circumstances, one cannot cover for the other, the Manager must be notified and the Hospital will assume responsibility for filling the shift. Job sharers are not required to cover for their partner in the case of prolonged or extended absences due to illness.

A job sharer may exchange shifts with her/his partner, as well as with other employees as provided by the Collective Agreement. Job sharers will be offered additional unscheduled tours only if they have made their availability known. It is understood that job sharers may only make themselves available on tours when neither job share partner is scheduled, unless otherwise agreed to by the Manager, and where such would not result in premium payment.

b) Pregnancy Parental Leave and other Leaves pursuant to Article 11 of the Central Agreement

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence exceeding thirty (30) days, the Hospital will determine the need, based on operational requirements, to replace such a vacancy. If the Hospital so determines to replace such a vacancy, the remaining job share partner will have the option of covering all of the absent partner's shifts for the duration of the absence. If the remaining partner is unable to cover the entire leave of absence, he/she must inform the Manager of his/her intentions to cover all/some of the absent partner's shifts at least two (2) weeks prior to the posting of each schedule. If the remaining partner cannot cover for his/her partner, the Hospital will fill the shifts, as needed, from its part-time or casual pool, in accordance with the Collective Agreement, part-time or post for a temporary replacement.

10. In the event that layoffs are required, the job sharers will be laid off in accordance with the layoff provisions of the Collective Agreement. It is understood that the layoff of one or more of the job-sharers will be viewed as eliminating the job-shared position. For purposes of layoff, each job-sharer will be deemed to be .5 of a FTE.
11. Either the Hospital or the Union may discontinue the job sharing arrangement with ninety (90) days' written notice. Upon receipt of such notice a meeting shall be held between the Hospital and the Union within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

In the event that a job share arrangement is discontinued both job share partners shall revert to their status prior to the job share arrangement.

## **ARTICLE M – UNIT WEEKEND WORKERS SCHEDULES**

### **Introduction and Discontinuation of Unit Weekend Worker Schedule**

1. The voting process, trial period, and continuation vote will be held in accordance with the provisions contained in Article D.2 of the Collective Agreement.
2. The Hospital shall develop a schedule that accommodates the Unit Weekend Worker schedule and further agrees to provide this schedule to the HAC for approval prior to conducting the initial vote above.
3. New or vacant weekend worker positions posted to accommodate the Unit Weekend Worker Schedule will be posted on the Unit and filled by seniority from amongst the full time employees on the unit.
4. Positions not filled by #3 above will be posted and filled in accordance with Article 10 of the Collective Agreement.

### Discontinuation

5. Employees in the Unit Weekend Worker positions may discontinue the weekend schedules with thirty (30) days notice to the Hospital. Such position will then be posted in accordance with # 3 above. If there are no applications the position will then be posted in accordance with # 4 above. If there is no applicant the weekend schedule will be discontinued and the Unit will return to the method of scheduling in place prior to the introduction of the weekend worker.
6. Either party may discontinue the Unit Weekend Worker Schedule provided the Employees affected are given at least six (6) weeks notice of the discontinuation. The parties agree to meet to discuss the discontinuation prior to giving notice to the affected employees.
7. If the Unit Weekend Worker schedule is to be discontinued it is agreed that the unit affected will return to the scheduling method in place prior to the introduction of the weekend worker.
8. Should the Unit Weekend Worker Schedule be discontinued, the Employees in these positions will revert to their previous positions.

### Averaging of Hours

9. The Unit Weekend Worker Schedule shall provide a full time employee with a weekly average of thirty (30) hours but 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 D of the Collective Agreement.

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

10. The scheduling provisions of the Collective Agreement will apply, except as modified by this letter. The scheduling and premium provisions relating to consecutive weekends off shall not apply.
11. Vacations will be scheduled in accordance with the Collective Agreement.
12. Any issues or concerns regarding the Unit Weekend Schedule may be discussed at the Hospital Association Committee meetings.

## **ARTICLE N – LEAVES OF ABSENCE AND PREPAID LEAVE PLAN**

### N.1 Leave of Absence (Without Pay):

If an employee is granted an approved leave of absence (without pay), such leave of absence will be on the basis of the scheduled tour.

### N.2 Full-Time

Where an employee is granted an extended leave of absence, the Hospital agrees that the Employee may submit postdated cheques for payment of benefits while she or he is on leave of absence.

N.3 Full-Time

Upon request by the Employee in writing, the Hospital will notify employees on extended leaves of absence, WSIB, maternity leave and long-term disability, in writing, within two (2) weeks of the request, of the cost to be paid by the Employee to maintain her or his benefits.

N.4 Union Leave:

Should an employee be granted Union leave in accordance with the Collective Agreement, such leave of absence will be on the basis of the scheduled tour.

N.5 Prepaid Leave Plan:

On units with less than twenty (20) employees no more than one (1) employee will be absent on prepaid leave at any one time.

On units with twenty (20) to forty (40) employees, no more than two (2) employees will be absent on prepaid leave at any one time.

On units with forty-one (41) to sixty (60) employees, no more than three (3) employees will be absent on prepaid leave at any one time.

On units with more than sixty (60) employees, no more than four (4) employees will be absent on prepaid leave at any one time.

The Hospital will consider additional requests for prepaid leave beyond the above levels.

N.6 Paid Professional Leave

The employer agrees to provide to each full-time employee at least 3 seven and one half hour (3x7.5hr) for a total of twenty-two and one half hours (22.5hrs) professional leave days per fiscal year without loss of pay upon written request.

The Employer agrees to provide to each regular part-time at least 2 seven and one-half (2 x 7.5 hr.) for a total of fifteen (15) hours professional leave days per fiscal year without loss of pay upon written request.

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

N.7 The Hospital will endeavour to provide advance notification of educational opportunities as it becomes aware. When a request is submitted in writing by a nurse on the form provided by the Hospital the Manager will respond within one (1) week in writing to the Registered Nurse. Professional development opportunities will be shared equitably on an annual basis with nurses in each unit, program, centre, clinic. Requests for professional development will not be unreasonably denied.

## **ARTICLE O – MODIFIED WORK**

- O.1 The Hospital will notify the Bargaining Unit President of the following by the 15th of each month:
- (a) The Employee, date and type of injury for each ONA member unable to work due to work related injury.
  - (b) Employees who are currently on a temporary modified work program.
  - (c) Employees who are currently permanently accommodated in the workplace.
  - (d) Employees who require temporary modified work.
  - (e) Employees who require permanent accommodation in the workplace.
  - (f) Current listings of all ONA members off for thirty (30) days or longer due to illness.
  - (g) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits
  - (h) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked
  - (i) Employees who have been absent from work because of disability for more than 23 months

### **O.2 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 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 in this process is essential to the success of the process. The Hospital and the Union agree that all participants will use electronic communication and other communication processes where possible to expedite communication.

- (a) A joint return to work meeting will be held on a monthly basis or less frequently as required. The following representatives will attend the meeting: a designated Union representative, a designated representative from Human Resources, a representative from Occupational Health and a Recovery Program Coordinator. The Manager(s) of employees who require a return to work plan will attend the meeting as required. The Union representative, 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. The Hospital and the Union agree to communicate through electronic and other communication processes to expedite the work of the committee.

The Return to Work Committee will monitor the status of accommodated employees and the status of employees awaiting accommodation, and the Return to Work Committee will review the safety of accommodations during their regular inspections of the workplace.

- (b) A disabled employee who has obtained medical clearance from her treating physician to return to work will provide the Occupational Health Department with this verification of her ability to return to work including information regarding any restrictions. The Employee 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 employee.
- (c) When a returning employee is in need of modified work or a permanent accommodation the Occupational Health Department will notify the designated Union representative and the designated Human Resources representative and will provide to them the information obtained under (b) above.
- (d) As soon as practicable there will be a meeting with the affected employee, the Manager, a Union representative and a representative of Occupational Health to create and recommend a return to work plan. A representative of the Union and/or Human Resources may attend if requested.
- (e) In creating a return to work plan, the designated Union representative and the designated Human Resources representative and the Manager and Occupational Health will consider the Employee's abilities and accommodation needs, and if she is unable to return to work in accordance with article (d) above, they will identify 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 an employee will remain on the list of employees requiring permanent accommodation provided under article N.1 (e). Once an employee has been offered appropriate permanent accommodation she will be removed from the list of employees requiring permanent accommodation. The Hospital will advise the Union of offers of permanent accommodation.
- (g) The parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with articles (e) and (f) above, they must first consider the skills, ability and experience of the Employees. 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
- (h) When more than one employee is deemed by the members of the return to work meeting to be suitable for a particular position or arrangement, and the factors set out in article (g) are relatively equal, seniority shall govern.
- (i) The Occupational Health Department will monitor the status of accommodated employees and the status of employees awaiting accommodation.
- (j) The Occupational Health Department will develop and recommend strategies for:
  - (i) safely integrating accommodated workers back into the workplace
  - (ii) educating employees about the legal, personal, organizational aspects of returning disabled workers to work.
- (k) Alternative Placements
  - (i) Before posting, the Recovery Program Coordinator or designate and Human Resources 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 home unit.
  - (ii) If a vacancy is identified as suitable for accommodation purposes, the Recovery Program Coordinator and Human Resources may recommend holding the posting in consultation with the designated Union Representative to determine:
    1. 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 an employee
    2. whether the posting of the position under the collective agreement between the parties may be waived
    3. 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) 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 an employee requiring permanent accommodation may be posted under the following circumstances:
  1. the Employee is permanently accommodated in another position or arrangement
  2. the weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future
  3. the Hospital may elect to fill the disabled employee's home position by posting a temporary to permanent vacancy
    - i) In so electing, the position will be filled in accordance with the job posting provisions of the collective agreement
    - ii) If and when it is confirmed that the disabled employee cannot return to her original position, the position may be offered to the incumbent on a permanent basis
    - iii) 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.
    - iv) Filling of a disabled employee's home position does not remove the Hospital's duty to accommodate that employee.

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

### **P.1 Definition of Violence**

The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse which may cause or present as a risk of injury will be condoned in the workplace. An 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.

P.2 Violence Policies and Procedures

The Hospital agrees to have in place explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations, provision of legal counsel and support to employees who have faced violence. The policies and procedures shall be part of the Hospital's health and safety policy and written copies shall be provided to each employee. Prior to implementing changes to these policies, the Hospital agrees to consult with the Union.

P.3 Notification to the Union

The Hospital will inform the Union within three (3) days of any employee who has been assaulted while performing her work. Such information shall be submitted, in writing to the Union as soon as possible.

P.4 Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Hospital agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff.

P.5 Staffing levels to deal with Potential Violence

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

P.6 Training

The Hospital agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

P.7 Support and Counselling

The Hospital and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

P.8 Damage to Personal Property

The Hospital will consider requests for reimbursement for damages incurred to the Employee's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.

## **ARTICLE Q – REASSIGNMENT (FLOATING)**

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

- Q.1           The reassigned employee will be assigned to work with an experienced RN on the receiving unit. The experienced employee in most cases will be a staff employee.
- Q.2           The experienced employee will orient the reassigned employee to the general functioning of the unit.
- Q.3           The reassigned employee will identify, to the experienced employee, her skills, abilities and limitations in relation to duties required on the receiving unit. The two employees will collaborate in providing patient care.
- Q.4           Reassignment will occur bearing in mind the following principles:
  - (a)    Patient care requirements are the first priority
  - (b)    The Hospital will not normally reassign probationary employees
  - (c)    The Hospital will reassign, where possible, employees who volunteer
  - (d)    The Hospital will normally cancel or reassign agency employees before reassigning staff employees
  - (e)    The Hospital will normally reassign staff nurses in the following sequence, on the basis of reverse seniority: casual; regular part-time; regular full-time.

## **ARTICLE R – MUSCULOSKELETAL INJURY PREVENTION AND CONTROL**

- R.1           The Hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.
- R.2           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.
- R.3           The review and revision shall be done more frequently than annually if,
  - (a)    the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
  - (b)    there is a change in circumstances that may affect the health and safety of an employee.

- R.4 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.

#### **ARTICLE S – NEEDLESTICK/SHARPS SAFETY**

- S.1 The Hospital, in consultation with the Joint Health and Safety Committee, shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program should include and address employee training and education with respect to needle stick and sharps injury prevention, and provide for the maintenance of a needle stick/sharps injuries log to detail incidents. The program shall be evaluated annually by the Hospital in consultation with the Joint Health and Safety Committee.

#### **ARTICLE T – PROVISION OF HEALTH CARE BENEFITS TO REGULAR PART-TIME NURSES**

- T.1 The parties agree to provide benefit coverage to regular part-time nurses in accordance with the following principles:

Regular part-time nurses will be permitted to participate in health coverage benefits for Extended Health Care, Semi-Private coverage and the Dental Plan (as outlined under Article 17 of the central collective agreement) only.

Regular part-time nurses will be experience rated separately from regular full-time nurses and premiums may be different for those of regular full-time nurses.

Regular part-time nurses who participate in the above plans will pay 100% of the premium for each and every plan.

Regular part-time nurses will pay the Hospital the full amount of the monthly premium one month in advance of the monthly coverage period.

The Hospital reserves the right to deny access to this benefit coverage to nurses who are non-compliant with advance payment as outlined in paragraph 3.

#### **ARTICLE U – RETIREE BENEFITS – PROCESS FOR PAYMENT**

- U.1 Any full-time bargaining unit employee who retires and wishes to continue participating in the benefit plans as outlined in Article 17.01(h) and 17.01(i), will provide payment of the benefits through a pre-authorized withdrawal process effective on the second Wednesday of each and every month. The Employer will notify the Union and all participating employees at anytime the benefit costs are changed by the carrier in writing at the last address on file. Should the withdrawal date change, employees will be notified at least one (1) month in advance of the date of the change in writing.

## **ARTICLE V – NOTIFICATION TO UNSUCCESSFUL JOB APPLICANTS**

- V.1 The parties agree that any unsuccessful candidate for an ONA job posting who has been interviewed will be notified within one (1) week of the decision being made, and no later than the posting of the name of the successful candidate.

## **ARTICLE W – AGENCY REPORTING**

- W.1 Reporting provided to the Union in accordance with Article 10.12 of the Central Agreement shall include the following:
- (a) Agency nurse hours worked per unit;
  - (b) Total agency nurse hours worked hospital-wide;
  - (c) Percentage of agency nurse hours worked per unit; and
  - (d) Percentage of total agency nurse hours worked hospital-wide.

## **ARTICLE X – MISCELLANEOUS**

- X.1 Where there are pay errors equal to or greater than 7.5 hours caused by the Hospital, employees will be reimbursed within two (2) business days through a manual payroll advance which shall be subsequently reconciled, as required, with the Employee's next regular pay. Such request is to be submitted through the Manager or designate.
- X.2 The Hospital will provide the Union with a locking ONA mail box at the hospital which will be used for the receipt of Union correspondence from their members and or the Hospital as required. This shall be located in a mutually satisfactory area.
- X.3 The Bargaining Unit President or designate shall be provided with access to the Hospital e-mail system for the purpose of Union business. These employees will receive training without loss of regular earnings.
- X.4 The Hospital will provide office space, phone and fax line to the Union. This space may be shared with other Unions and is to be used to conduct Union business. The Hospital will provide the Union with access to voicemail.
- The Union agrees that any cost for the phone will be paid by the Union.
- X.5 Where the Hospital makes arrangements for BCLS and ACLS courses, such arrangements and the method of enrollment will be communicated to nurses.

DATED AT TORONTO, ONTARIO THIS 24th DAY OF October, 2018.

For the Employer

For the Union

"Noura Shaw"

"Rene Bura"  
Labour Relations Officer

"Sadia Bekri"

"Nichole Bentley"  
Bargaining Unit President

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"Laura Anderson"

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"Helen Middleton"

**LETTER OF UNDERSTANDING**

Between:

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

And:

**WOMEN'S COLLEGE HOSPITAL**  
(Hereinafter referred to as the "Hospital")

Re: Provision of BCLS Courses

This letter of understanding is entered into and agreed upon by the parties pursuant to Article 9 of the central collective agreement between Women's College Hospital and the Ontario Nurses' Association. The parties agree as follows:

1. The Hospital agrees during the term of this agreement to undertake the provision of BCLS recertification courses.
2. The Hospital will schedule two (2) BCLS recertification sessions in each year of the term of the collective agreement. Any staff unable to attend due to scheduling or course capacity limits will be required to obtain recertification independently.
3. Attendance at and wait lists for the sessions will be determining factors in the ongoing provision of BCLS recertification by the Hospital.
4. The Hospital and Union agree to meet to review attendance; wait lists and issues related to the provision of the course on an annual basis after both sessions have been offered. The parties will determine at this meeting the need for ongoing courses.

DATED AT TORONTO, ONTARIO THIS 24th DAY OF October, 2018.

For the Employer

For the Union

"Noura Shaw"

"Rene Bura"  
Labour Relations Officer

"Sadia Bekri"

"Nichole Bentley"  
Bargaining Unit President

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"Laura Anderson"

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"Helen Middleton"

**LETTER OF UNDERSTANDING**

Between:

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

And:

**WOMEN'S COLLEGE HOSPITAL**  
(Hereinafter referred to as the "Hospital")

During the term of the collective agreement, the parties agree to meet to determine an implementation framework, to be documented in the form of a letter of understanding, for regular part time and casual Registered Nurses to provide availability to one unit outside of their unit of hire after unit based regular parttime and casual Registered Nurse availability is exhausted pursuant to Article D.7

The letter of understanding will be implemented on a trial basis during the term of this collective agreement.

DATED AT TORONTO, ONTARIO THIS 24th DAY OF October, 2018.

For the Employer

For the Union

"Noura Shaw"

"Rene Bura"  
Labour Relations Officer

"Sadia Bekri"

"Nichole Bentley"  
Bargaining Unit President

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"Laura Anderson"

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"Helen Middleton"