

SOURCE	O.N.A.		
EFF.	88	04	01
TERM.	91	03	31
No. OF EMPLOYEES	235		
NOMBRE D'EMPLOYÉS	20		

PART-TIME

COLLECTIVE, AGREEMENT

between

TORONTO EAST GENERAL & ORTHOPAEDIC HOSPITAL, INC.
(hereinafter called the "Hospital")

and

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

EXPIRY: March 31, 1991

0576404

APPENDIX 3

TORONTO EAST GENERAL AND ORTHOPAEDIC HOSPITAL

Part-Time Hourly Salaries

Registered Nurse

	<u>Effective</u> <u>April 1, 1988</u>	<u>Effective</u> <u>April 1, 1989</u>	<u>Effective</u> <u>April 1, 1990</u>
Start	15.85	16.17	16.81
After 1 Year	16.45	17.03	17.71
After 2 Years	16.71	17.29	17.98
After 3 Years	17.01	17.60	18.31
After 4 Years	17.39	18.04	18.76
After 5 Years	17.73	18.40	19.13
After 6 Years	18.12	18.80	19.55
After 7 Years	18.55	19.24	20.01
After 8 Years		19.53	20.31
After 9 Years			20.62

Graduate Nurse

	15.02	15.32	15.93
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APPENDIX 4

EDUCATIONAL PREMIUM

The Hospital will pay to an Assistant Head Nurse and a Charge Nurse, the single highest premium among the following education premiums for which she is eligible, provided she has presented satisfactory proof of standing in a course recognized by the Hospital:

- (a) Upon successful completion of Canadian Hospital Association Administration Course: \$15.00/mo.
- (b) Upon successful completion of one year University diploma program in the field of nursing: \$40.00/mo.
- (c) Possession of Degree of Bachelor of Science in Nursing: \$80.00/mo.

APPENDIX 5

APPENDIX

to

COLLECTIVE AGREEMENT

BETWEEN :

TORONTO EAST GENERAL AND ORTHOPAEDIC HOSPITAL INC.
(hereinafter referred to as the "Hospital")

AND :

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

(Part-time)

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 for less than the maximum hours provided for in the Full-time Agreement, save and except Head Nurses, Assistant Departmental Supervisors and the Nurse-in-Charge of the IV Team, nurses above those ranks.
- A.2 The word "nurses" when used throughout this Agreement shall mean persons included in the above-described bargaining unit.
- A.3 The expression "Immediate Supervisor" when used throughout this Agreement shall mean Head Nurse, Assistant Departmental Supervisor, Departmental Supervisor and the Nurse-in-Charge of the IV Team.

ARTICLE B - RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

- B.1 The Association recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital, except as specifically limited by the provisions of this Agreement, and without restricting

the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided that a claim of discharge, suspension or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine in the interest of efficient operation and highest standard of service job rating or classification, the hours of work, work assignments, methods of doing the work, the working establishment for the service and the location of work;
- (d) generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses;
- (f) the Hospital must operate in a manner consistent with its obligations to the public.

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

ARTICLE C • ASSOCIATION REPRESENTATION

C.1 In addition, for purposes of this Agreement, the Hospital will recognize three (3) nurse representatives, one (1) for the day, evening and night shift respectively, and the Committee provided for in Article 6 of the Agreement. Nurses covered by this Agreement are eligible to serve on Committees.

C.2 Negotiating Committee

There shall be a combined negotiating committee of a total of five (5) nurses representing both the full-time and part-time bargaining units.

C.3

Grievance Committee

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

C.4

Association-Hospital Committee

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

ARTICLE D - HOURS OF WORK

D.1

All nurses with the exception of those nurses who are not normally required to work weekends and paid holidays will receive five (5) or more consecutive days off at either Christmas or New Year's. Time off at Christmas shall include December 24th commencing from 0730 hours, December 25th and December 26th. Time off at New Year's shall include December 31st commencing from 0730 hours and January 1st. The Hospital shall advise each nurse six (6) weeks in advance whether she has Christmas or New Year's time off, except in areas which are not normally required to work weekends and paid holidays (e.g. Operating Room and Outpatients Department).

D.2

Compressed Work Week (Extended Tours)

- (1) A longer daily tour (extended tour) shall be introduced into any unit when:
 - (a) eighty percent (80%) of the nurses in the unit so indicated by secret ballot; and
 - (b) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable arbitrary manner.
- (2) A longer daily tour (extended tour) may be discontinued in any unit when:
 - (a) fifty percent (50%) of the nurses in the unit so indicate by secret ballot; or
 - (b) the Hospital because of
 - (i) proven adverse effects on patient care,

or

- (ii) inability to provide a workable staffing schedule,
- (3) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
- (a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - (b) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.
- (4) Nurses will advise Nursing Office in writing of their willingness to volunteer and, if they **so** advise, they may be scheduled as the need arises to work shifts beyond 7.5 hours where these occur as the regular shifts in a unit. This shall not result in payment of overtime premium for hours beyond 7.5 up to the end of the normal extended shift or the maximum weekly hours (37.5). It is understood that nurses who **so** volunteer shall be entitled to be scheduled for the normal 7.5 hour tours provided that the number of tours to which the nurse is entitled shall not necessarily be increased.

D.3 Part-time Commitment

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

- (1) Available to work the number of shifts and hours (day/night/evening) as stated in the posting notice.
- (2) Available to work alternate weekends except those part-time nurses presently enjoying a greater benefit, shall continue to do **so**.
- (3) Available to work either Christmas or New Year's.
- (4) Available to work forty-eight (48) weeks a year. In addition to four (4) weeks' vacation, personal leaves of absence may be requested and shall not be unreasonably withheld.

- (5) (a) For unit based part-time nurses requests for change in approved time schedules must be submitted in writing and co-signed by a nurse willing to exchange days off or tours. Such requests shall not be unreasonably denied. Requests for time off prior to approved time will be made as far in advance as possible and will not be unreasonably denied. Approved time is defined as two (2) weeks.
- (b) For float pool part-time nurses requests in writing for time off prior to posting will not be unreasonably denied.

D.4

Part-Time Scheduling Object - Extended Tour

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

- (1) Alternate weekends off. It is understood that a weekend consists of sixty (60) consecutive hours off work during the period following completion of the Friday extended day shift until the commencement of the Monday extended day shift.
- (2) These scheduling objectives may be waived between December 15th and January 15th so that all nurses with the exception of those nurses who are not normally required to work weekends and paid holidays will receive five (5) or more consecutive days off at either Christmas or New Year's. Time off at Christmas shall include December 24th commencing from 0730 hours, December 25th and December 26th. Time off at New Year's shall include December 31st commencing from 0730 hours and January 1st. The Hospital shall advise each nurse six (6) weeks in advance whether she has Christmas or New Year's time off. In the event of conflict for time off at either Christmas or New Year's between two or more nurses in the bargaining unit, seniority shall prevail subject to staffing requirements as determined by the Head Nurse.
- (3) No more than three (3) consecutive extended tours shall be scheduled except by mutual agreement between the Head Nurse and individual staff nurse.
- (4) Schedules shall be available no less than four (4) weeks in advance and will cover a four (4) week period. At no time will there be less than four (4) weeks of scheduled time available to the nurses. Any changes in schedules prior to Nursing

Office approval shall be brought to the attention of the nurse. Requests for time off will be made prior to Nursing Office approval.

- (5) There will be no split shifts.
- (6) A nurse will receive premium payment in accordance with Article 14.03 for all hours worked on a third consecutive and subsequent weekend, save and except where:
 - (1) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse: or
 - (2) Such nurse has requested weekend work; or
 - (3) Such weekend is worked as a result of an exchange of shifts with another nurse.

ARTICLE E - PAID HOLIDAYS

E.1 The paid holidays shall be:
(15.01)

New Year's Day	Labour Day
2nd Monday in February	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

E.2 Effective April 1, 1989 and for that contract year only, the 12th paid holiday shall be the second Monday in June. Effective April 1, 1990, the 12th paid holiday will be Easter Monday.

ARTICLE F - BULLETIN BOARDS

F.1 The Hospital will provide bulletin board space outside of the Nursing Office and cafeteria for the purpose of posting notices regarding meetings and other matters related to Association business. All such notices must be signed by a member of the Association Executive and submitted to the Director of Nursing for approval prior to being posted.

ARTICLE G - ASSOCIATION LEAVE

G.1 Leave of absence for Association business shall be given up to a total of sixty (60) days during each year of the Collective Agreement, provided at least two (2) weeks'

notice in writing by the Association is given to the Hospital. It is agreed that not more than four (4) nurses shall be absent on such leave at the same time and not more than two (2) nurses from the same unit. (For the purposes of clarity, this clause is intended to apply in all respects to allowable leave for both the full-time and part-time bargaining units in combination.)

ARTICLE H - VACATIONS

- H.1** When a part-time nurse takes vacation, she shall receive a portion of her current vacation pay entitlement equivalent to the full amount pro-rated by the number of days taken to a maximum of twenty-(20) days. The combined pay received for all vacation taken shall not exceed the entitlement specified in Article 16.01 of the centrally negotiated provisions of this Collective Agreement. Any unpaid portion of this entitlement will be paid out in the last pay period of November each year.
- H.2** (a) For float pool part-time nurses, a vacation seniority list based on Hospital seniority will be posted in staffing office by March 1st of each year. The vacation quota (the number of nurses allowed vacation at the same time) will be posted.
- (b) Unit based part-time vacation quota guidelines will be posted on an annual basis on the nursing unit by March 1st.
- H.3** A weekend off shall be scheduled immediately prior to the vacation for at least two (2) vacation periods. If a nurse was normally scheduled off on a weekend before her vacation and has split her vacation, she shall still be scheduled off on that weekend. A week for the purposes of vacation, shall consist of seven (7) consecutive days, Monday through Sunday inclusive.

ARTICLE I • PREMIUM PAYMENT

- I.1** Where a nurse chooses equivalent time off for accumulated and approved overtime hours (other than overtime hours relating to paid holidays), such time off must be taken at the equivalent of the applicable overtime rate (as per Article 14.03) within sixty (60) days of the day on which the overtime was worked to be taken on a mutually agreeable date and time arranged between the nurse and the Hospital.

ARTICLE J - REPORTING

J.1 Reporting Off Duty for Absence

When it is necessary for an employee to be absent, the employee will report to the Staffing Office as soon as possible, but not less than two (2) hours before the start of the scheduled shift, except in extreme emergencies. Unit based part-time nurses will notify their nursing unit.

J.2 Reporting On Duty After Absence

When an employee is ready to return from an absence, the employee will telephone the Staffing Office the day before, if possible, and in any event, not less than four (4) hours before returning to work. For unit based part-time nurses the nurse will notify the nursing unit.

ARTICLE K - NURSES' LOUNGE

K.1 The Hospital shall provide a nurses' lounge.

ARTICLE L - PREPAID LEAVE

L.1 In accordance with the prepaid leave plan of the Collective Agreement, part (c), the number of nurses that may be absent at any one time shall be a minimum of fifteen (15).

ARTICLE M - PAYCHEQUES

M.1 Paycheques shall be available to all employees on pay day starting at 0730 hours.

Dated at Toronto, Ontario, this day of , 19 .

FOR THE HOSPITAL

Donna Kelly

FOR THE ASSOCIATION

Terril Dawding
Davidson
Martha Lynn
Hill

MEMORANDUM OF AGREEMENT

Between:

TORONTO EAST GENERAL AND ORTHOPAEDIC HOSPITAL INC.

- and -

ONTARIO NURSES' ASSOCIATION

RE: JOB SHARING

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

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

LETTER OF UNDERSTANDING

DECENTRALIZE PART-TIME STAFFING

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

Dated at Toronto, Ontario, this day of , 19 .

FOR THE ASSOCIATION

Davidson
Kerr
Wong
Wong
Wong

FOR THE HOSPITAL

Donna Giele

