

SOURCE	O.N.A.		
EFF.	88	04	01
TERM.	91	03	31
No. OF EMPLOYEES	363		
NOMBRE D'EMPLOYÉS	①		

FULL-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

APR 14 1988

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APPENDIX 3

TORONTO EAST GENERAL AND ORTHOPAEDIC HOSPITAL INC.

Full-Time Salaries

	<u>Effective</u> <u>April 1, 1988</u>		<u>Effective</u> <u>April 1, 1989</u>		<u>Effective</u> <u>April 1, 1990</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
<u>Senior Team Leader and Charge Nurse I</u>						
Start	2692.12	16.57	2745.96	16.90	2855.80	17.57
After 1 Year	2794.21	17.19	2892.01	17.80	3007.69	18.51
After 2 Years	2837.26	17.46	2936.56	18.07	3054.02	18.79
After 3 Years	2887.26	17.77	2988.31	18.39	3107.84	19.12
After 4 Years	2953.96	18.18	3064.73	18.86	3187.32	19.61
After 5 Years	3016.67	18.56	3129.79	19.26	3254.98	20.03
After 6 Years	3080.71	18.96	3196.24	19.67	3324.09	20.46
After 7 Years	3154.48	19.41	3272.77	20.14	3403.68	20.95
After 8 Years			3321.86	20.44	3454.73	21.26
After 9 Years					3506.55	21.58
 <u>Charge Nurse II</u>						
Start	2637.89	16.23	2690.65	16.56	2798.28	17.22
After 1 Year	2738.66	16.85	2834.51	17.44	2947.89	18.14
After 2 Years	2783.09	17.13	2880.50	17.73	2995.72	18.43
After 3 Years	2833.09	17.43	2932.25	18.04	3049.54	18.77
After 4 Years	2899.72	17.84	3008.46	18.51	3128.80	19.25
After 5 Years	2956.82	18.20	3067.70	18.88	3190.41	19.63
After 6 Years	3019.45	18.58	3132.68	19.28	3257.99	20.05
After 7 Years	3085.59	18.99	3201.30	19.70	3329.35	20.49
After 8 Years			3249.32	20.00	3379.29	20.80
After 9 Years					3429.98	21.11
 <u>Registered Nurse</u>						
Start	2575.55	15.85	2627.06	16.17	2732.14	16.81
After 1 year	2673.38	16.45	2766.95	17.03	2877.63	17.71
After 2 years	2715.06	16.71	2810.09	17.29	2922.49	17.98
After 3 years	2763.67	17.01	2860.40	17.60	2974.82	18.31
After 4 years	2825.96	17.39	2931.93	18.04	3049.21	18.76
After 5 years	2881.64	17.73	2989.70	18.40	3109.29	19.13
After 6 years	2944.28	18.12	3054.69	18.80	3176.88	19.55
After 7 years	3013.88	18.55	3126.90	19.24	3251.98	20.01
After 8 years			3173.80	19.53	3300.75	20.31
After 9 years					3350.26	20.62
 <u>Graduate Nurse</u>						
Start	2440.41	15.02	2489.22	15.32	2588.79	15.93

APPENDIX 4

TORONTO EAST GENERAL HOSPITAL

EDUCATIONAL PREMIUM

The Hospital will pay to an Assistant Head Nurse and a Charge Nurse, the single highest premium among the following education 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")

(Full-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, save ~~and~~ except Head Nurses, Assistant Departmental Supervisors and the Nurse-in-Charge of the I.V. Team, nurses above those ranks and nurses regularly employed for less than the maximum hours provided for under this Collective Agreement.
- 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 I.V. 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 There shall be eighteen (18) nurse representatives.

C.2 Negotiating Committee

There shall be up to five (5) nurses representing both the full-time and part-time bargaining units on the Negotiating Committee.

C.3 Grievance Committee

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

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 WORKD.1 Scheduling Objectives

The Hospital will maintain and achieve the following objectives in the formulation of working schedules, although it is recognized by the Association that it has not always been and may not always be possible to attain these objectives.

- (1) One (1) weekend off in three (3) and endeavour to schedule one (1) weekend off in two. It is understood that a weekend consists of sixty-four (64) consecutive hours off work during the period following completion of the Friday day shift.
- (2) No less than the equivalent of two (2) tours of duty shall be scheduled off between tour changes without consent.
- (3) 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, e.g. Operating Room and Outpatient Department 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 1. 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 requirement as determined by the Head Nurse.
- (4) Nurses will not normally be scheduled to work more than seven (7) consecutive days without their consent.

- (5) 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.
- (6) A minimum of four (4) periods of two (2) consecutive days off shall be scheduled during a six (6) week period.
- (7) A Nurse will not be required to change tours of duty more than once in any ten (10) day period except in emergencies.
- (8) The Hospital will grant requests for permanent evening or night tours where feasible.
- (9) There will be no split shifts:
- (10) The Hospital will endeavour to schedule lieu days preferably concurrently with weekends off or scheduled days off. Lieu days will not be scheduled as single days off unless mutually agreed by the nurse and Hospital.
- (11) The Hospital will arrange for paid holidays off to be divided equitably among the nurses in the same unit.
- (12) The Hospital will attempt over a reasonable period of time to schedule day tours equitably among nurses in a unit who are required to rotate shifts.

D.2 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.

D.3 A nurse will receive premium payment in accordance with Article 14.03 for all hours worked on a third (3rd) 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.

D.4

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,
 - (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.

D.5

Scheduling Objectives - Extended Tours

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 or by eighty percent (80%) silent ballot vote by the staff nurses on the nursing unit.
- (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) Nurses will be scheduled so that their hours average one hundred and fifty (150) hours over a four week period.
- (6) A nurse will not be required to change tours of duty more than once in any ten (10) day period except in extreme emergencies.
- (7) There will be no split shifts.
- (8) The Hospital will endeavour to schedule lieu days preferably concurrently with weekends off or scheduled days off. Lieu days will not be scheduled as single days off unless mutually agreed by the nurse and the Hospital.
- (9) At least forty-eight (48) consecutive hours off shall be scheduled following night duty. A shorter period of time between changes may be agreed upon by mutual consent.

ARTICLE E - VACATIONS

- E.1 Vacation is based on the nurse's anniversary date as determined by date of hire and adjusted by provisions of the Collective Agreement.
- E.2 Requests shall not be unreasonably denied.
- E.3 (a) Subject to E.2, nurses may accumulate vacation credits for a maximum of eighteen (18) months' service. However, a nurse will not be permitted to take any vacation until she has completed at least six (6) months' continuous active employment with the Hospital. Vacations must be taken in minimum periods of one (1) week and maximum periods of six (6) weeks. However, up to five (5) days' vacation may be taken as single vacation days. Approval of requests for single vacation days over and above the five (5) single vacation days are at the discretion of the Head Nurse. Requests for reduced work weeks will not be considered under this provision.
- (b) (i) In the event of conflict for vacation time between two or more nurses in the bargaining unit, seniority shall prevail.
- (ii) Vacation quotas will not be interfered with by maternity leave, sick leave or LOA.
- (iii) Vacation quotas will include bargaining unit members only.
- (iv) Request for vacation will not be unreasonably denied.
- (c) Prior to leaving on vacation, nurses shall be advised of the day and time on which to report for work following vacation, unless the change is mutually agreed between the nurse and the Hospital.
- (d) In cases where the vacation allowance based on this calculation results in a fractional day, the nurse shall be given the full day off, but only be paid for the fraction of the day.
- (e) 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.

E.4 A vacation seniority list based on Hospital seniority will be posted on each unit by March 1st of each year. Such list shall indicate the amount of vacation time each nurse has; The vacation quota (the number of nurses allowed vacation at the same time) for the unit will be posted.

ARTICLE F - PAID HOLIDAYS

F.1 The paid holidays shall be:

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	

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.

F.2 When a nurse has a lieu day owing she will receive a lieu day off at her regular straight time rate of pay, such day to be granted within thirty (30) days prior or thirty (30) days after the date on which the holiday was observed, to be taken on a mutually agreeable date arranged between the nurse and the Hospital.

F.3 If a holiday falls during a nurse's scheduled vacation period or on a day off, an additional day off with pay shall be scheduled at a mutually agreeable date.

ARTICLE G - BULLETIN BOARDS

G.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 such matters related to Association business. All such notices must be signed by the Director of Personnel and Labour Relations prior to posting.

ARTICLE H

H.1 Information with respect to sick leave credits shall be available in the pay office upon request.

ARTICLE I - ASSOCIATION LEAVE

- I.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 J - PREMIUM PAYMENT

- J.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 K - PAYCHEQUES

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

ARTICLE L - REPORTING

L.1 Reporting Off Duty for Absence

When it is necessary for an employee to be absent, the employee will report to the nursing unit as soon as possible, but not less than two (2) hours before the start of the scheduled shift, except in extreme emergencies.

L.2 Reporting On Duty After Absence

When an employee is ready to return from an absence, the employee will telephone the nursing unit the day before if possible, and in any event, not less than four (4) hours before returning to work.

ARTICLE M - NURSES' LOUNGE

- M.1 The Hospital shall provide a nurses' lounge.

ARTICLE N - PREPAID LEAVE

N.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).

DATED AT Toronto, Ontario on this _____ day of _____, 19____

FOR THE ASSOCIATION

J. Carlsen
Ilvri Dawidrig
Carolyn Goss
J. Helt

FOR THE HOSPITAL

Dana Fule

MEMORANDUM OF AGREEMENT

Between

TORONTO EAST GENERAL AND ORTHOPAEDIC HOSPITAL INC.

- and -

ONTARIO NURSES' ASSOCIATION

RE: JOB SWING

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.

7.

Total hours worked by the two job-sharers shall be equal to one full-time position. The division of these hours over the schedule shall be determined by mutual agreement between the two nurses and the Head Nurse of the unit.

8. Each job sharer may exchange shifts with her partner, as well as with other nurses in accordance with the collective agreement.

9. Job-sharers are not required to cover for their partner during sick leave, vacation, or any other leave of absence, unless mutually agreed otherwise. Job-sharers are not responsible for arranging coverage for their position during an absence.

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

FOR THE ASSOCIATION

J. Davidson
Filmi Gaurang
Carolyn Brown
J. Hall

FOR THE HOSPITAL

Dana Gules

