

LOCAL APPENDICES

TO THE

366

5764

COLLECTIVE AGREEMENT

B E T W E E N

SOURCE	ONA
EFF.	93 04 01
TERMS	96 03 31
No. OF EMPLOYEES	366
NOMBRE D'EMPLOYÉS	366

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

- and -

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

PART-TIME

EXPIRY: March 31, 1996

TABLE OF CONTENTS

APPENDIX 3 - Part-Time Hourly Salaries	3
APPENDIX 4 - EDUCATIONAL PREMIUM	4
APPENDIX 5	5
ARTICLE A - RECOGNITION	5
ARTICLE B - RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS . .	5
ARTICLE C - ASSOCIATION REPRESENTATION	6
ARTICLE D - HOURS OF WORK	7
ARTICLE E - PAID HOLIDAYS	11
ARTICLE F - BULLETIN BOARDS	11
ARTICLE G - ASSOCIATION LEAVE	11
ARTICLE H - VACATIONS	11
ARTICLE I - PREMIUM PAYMENT	12
ARTICLE J - REPORTING	12
ARTICLE K - NURSES' LOUNGE	12
ARTICLE L - PREPAID LEAVE	12
ARTICLE M - PAYCHEQUES	13
ARTICLE N - INFORMATION TO ASSOCIATION	13
ARTICLE O - SCHEDULING	13
ARTICLE P - MODIFIED WORK	13
MEMORANDUM OF AGREEMENT - JOB SHARING	15
LETTER OF UNDERSTANDING - DECENTRALIZE PART-TIME STAFFING	17
LETTER OF UNDERSTANDING	18

APPENDIX 3

TORONTO EAST GENERAL AND ORTHOPAEDIC HOSPITAL

Part-Time Hourly Salaries

Registered Nurse

	<u>Effective April 1/93</u>	<u>Effective Jan. 1/94</u>	<u>Effective Jan. 1/95</u>	<u>Effective Jan. 1/96</u>
Start	17.10	17.38	17.66	17.94
After 1 Year	18.00	18.28	18.56	18.84
After 2 Years	18.75	19.03	19.31	19.59
After 3 Years	19.78	20.06	20.34	20.62
After 4 Years	20.80	21.08	21.36	21.64
After 5 Years	21.83	22.11	22.38	22.67
After 6 Years	23.11	23.39	23.67	23.95
After 7 Years	24.39	24.67	24.95	25.23
After 8 Years	25.67	25.95	26.23	26.51
After 9 Years	26.96	27.24	27.52	27.80

Graduate Nurse

Start	16.21	16.47	16.74	17.00
-------	-------	-------	-------	-------

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.

7.4

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 Extended Tours

- (1) Extended tours 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 extended tour, such agreement shall not be withheld in an unreasonable arbitrary manner.
- (2) Extended tours may be discontinued in any unit:
 - (a) when fifty percent (50%) of the nurses in the unit so indicate by secret ballot; or
 - (b) by 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 extended tour 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. 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. Where nurses are scheduled to work a 10 to 6 shift, this period of time may be reduced to (60) consecutive hours off.
- (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 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 10th 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 Nursing Unit Manager.
- (3) No more than three (3) consecutive extended tours shall be scheduled except by mutual agreement between the Nurse Manager and individual staff nurse.
- (4) Schedules shall be available no less than six (6) weeks in advance and will cover a six (6) week period. At no time will there be less than six (6) 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.

- D.5
- (1) All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.
 - (2) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the hospital will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:
 - i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the hospital;
 - ii) A tour will be deemed to be offered whenever a call is placed;
 - iii) It is understood that the hospital will not be required to offer tours which would result in overtime premium pay;
 - iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the hospital are made;
 - v) Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing hospital practice.

- D.6 Time schedule for required sessions shall be mutually agreed between nurse and Nursing Manager.

ARTICLE E - PAID HOLIDAYS

- E.1 The paid holidays shall be:
(15.01)
- | | |
|----------------------------|-----------------------------|
| New Year's Day (January 1) | Labour Day |
| 2nd Monday in February | Thanksgiving Day |
| Good Friday | Remembrance Day (Nov. 11) |
| Victoria Day | Christmas Day (December 25) |
| Canada Day (July 1) | Boxing Day (December 26) |
| Civic Holiday | 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 Employee Services 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 five (5) 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 Part-time vacation pay will be paid out upon written request by the nurse.
- 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 For at least two (2) vacation periods of one (1) week or more, a weekend off shall be scheduled immediately prior to the vacation. At the written request of the nurse, a weekend off shall be scheduled immediately prior to two

(2) additional-vacation periods of one (1) week or more. 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 (asper 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 four (4) 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 maximum of fifteen (15).

ARTICLE M - PAYCHEQUES

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

ARTICLE N - INFORMATION TO ASSOCIATION

- N.1 The Hospital will provide copies of all bargaining unit job postings to the local President.
- N.2 Upon the written request of the local President, the Hospital will provide the Association with the current addresses on file of active members, once per calendar year.

ARTICLE O - SCHEDULING

- O.1 The Negotiating Committee will be scheduled to work days when negotiating. The committee member will give the Unit Manager two (2) weeks notice,

ARTICLE P - MODIFIED WORK

- P.1
- a) The Hospital will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
 - b) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a staff representative and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
 - c) The Hospital agrees to provide the employee with a copy of the Worker's Compensation Board Form 7 at the same time as it is sent to the Board.

Dated at Toronto Ontario, this 27th day of November, 1995

FOR THE EMPLOYER

Melvin B. L. Des

Wren

FOR THE ASSOCIATION

Freath M. Twain (ERO)

Howling (Res 15)

MEMORANDUM OF AGREEMENT

b e t w e e n

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.

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 Nursing Unit Manager 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 27th day of November, 1995

FOR THE EMPLOYER

Melby Smith D.E.S.

A/ra

FOR THE ASSOCIATION

Judith M. Zwanick (Sec)

Howeong (Pres/15)

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 27th day of November, 1995

FOR THE EMPLOYER

FOR THE ASSOCIATION

William A. DeS.
W.A.

Heath M. Lewis (R.N.)
Lawson (Pres/15)

LETTER OF UNDERSTANDING

b e t w e e n

TORONTO EAST GENERAL HOSPITAL

- and -

ONTARIO NURSES' ASSOCIATION

In terms of self-scheduling at Toronto East General Hospital, for full-time and part-time Registered Nurses, the parties hereby agree to the following:

1. Self-scheduling shall be introduced into any unit when:
 - (a) eighty percent (80%) of the nurses in the unit so indicate by secret ballot
 - (b) the Hospital agrees to implement self scheduling.
2. Registered Nurses participating in self-scheduling shall be responsible for scheduling their statutory holidays and lieu days.
3. The collective agreement shall apply to each unit's self-scheduling guidelines in all respects.
4. Prior to instituting self-scheduling in a unit, the local Association executive will be provided with a copy of the guidelines.
5. The self-scheduling schedules shall be submitted to the Nursing Unit Manager for review and approval to ensure that adequate nursing coverage is maintained. Such approval shall not be unreasonably withheld.
6. Self-scheduling may be discontinued upon 6 weeks written notice:
 - (a) by the Hospital

(b) when fifty percent (50%) of the nurses in the unit so indicate by secret ballot.

Dated at Toronto Ontario, this 27th day of November, 1995

FOR THE EMPLOYER

Molly M. S. D.E.S.

Apr.

FOR THE ASSOCIATION

Judith M. Y. Linnick (R.N.)

Josephine (Pres/15)
