

SOURCE	Assn		
EFF.	93	04	01
TERM.	96	03	31
NO. OF EMPLOYEES	80		
NOMBRE D'EMPLOYES	AN		

Local Collective Agreement

between

**BAYCREST HOSPITAL**  
(hereinafter referred to as the "Hospital")

- and -

**ONTARIO NURSE'S ASSOCIATION**  
(hereinafter referred to as the "Association")

06090(05)

APPENDIX 3 - SALARY SCHEDULES

Full-time Permanent Team Leader: - shall be compensated in accordance with Article 19.01(c).

Full-time RNs will be compensated in accordance with Article 19.

	Apr. 1/93		Jan. 1/94		Jan, 1/95		Jan. 1/96	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
START	2902.92	17.86	2950.45	18.16	2997.99	18.45	3045.52	18.74
1 YR	3059.16	18.83	3106.75	19.12	3154.33	19.41	3201-92	19.70
2 YRS	3185.26	19.60	3232.83	19.89	3280.39	20.19	3327.96	20.48
3 YRS	3359.68	20.67	3407.24	20.97	3454.80	21.26	3502.36	21.55
4 YRS	3529-53	21.72	3577.05	22.01	3624.56	22.30	3672.07	22.60
5 YRS	3711.74	22.84	3759.34	23.13	3806.95	23.43	3854-56	23.72
6 YRS	3925.30	24.16	3972.86	24.45	4020.42	24.74	4067.98	25.03
7 YRS	4139.88	25.48	4187.41	25.77	4234.93	26.06	4282.46	26.35
8 YRS	4359.64	26.83	4407.20	27.12	4454.75	27.41	4502.30	27.71
9 YRS	4575.48	28.16	4623.00	28.45	4670.52	28.74	4718.04	29.03

Full-time Graduate Nurse: - shall be compensated in accordance with Article 19.01(c).

Start	2647.63	16.29	2690.99	16.56	2734.34	16.82	2777.69	17.09
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APPENDIX 4 - SUPERIOR CONDITIONS

Note Article 5 - and all other changes of status which affect dues deduction or the rate of dues deducted.

Article 18.06 is a provision which existed in the collective agreement which expired on September 30, 1980, and which shall be retained to the extent of its application as provided for in Articles 12.02 and 12.03 of the interest arbitration award (O'Shea) dated October 23, 1981.

18.06            Sick Leave

Pay for sick leave is for the sole and only purpose of protecting the nurse against loss of regular income when she is legitimately ill and unable to work.

- (a) A full-time nurse shall accumulate sick leave credits at the rate of one and one-half (1-1/2) days per month of employment to a maximum of one hundred and thirty-eight (138) days. No credits shall be earned by a newly employed nurse during the first three (3) months of service, but on the completion of three (3) months of service a nurse will be credited with four and one-half (4-1/2) paid sick leave days.
- (b) Only for the purpose of regulating and administering this paragraph 18.07 service review dates will be considered from the first day of the month of employment.
- (c) Nurses shall not be entitled to sick leave for sickness or accident compensable by the  
  
Workers' Compensation Board.
- (d) When sick pay is claimed, the Hospital, in its discretion, has the right to require proof of illness by medical certificate.

APPENDIX 5

APPENDIX

between

**BAYCREST HOSPITAL**  
(hereinafter referred to as the “Hospital”)

- and -

**ONTARIO NURSE’S ASSOCIATION**  
(hereinafter referred to as the “Association”)

FULL-TIME

FULL-TIME

APPENDIX 5

ARTICLE A - RECOGNITION

- A.01                    The Hospital **recognizes** the Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Hospital at Toronto, save and except Head Nurses, nurses above the rank of Head Nurse, and nurses employed for less than the maximum hours provided for in this Agreement.
- A.02                    The word “nurses” when used throughout this Agreement shall mean only Persons included in the above described bargaining unit.
- A.03                    “Supervisor” or “Immediate Supervisor when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

- B.01                    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:
1.        Maintain order discipline and efficiency;
  2.        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 just cause may be the subject of a grievance and dealt with as hereinafter provided.
  3.        Determine in the interest of efficient operation and highest standard of service, job rating or classifications, work assignment, methods of doing the work, the working establishment for the service and the hours of work. It being agreed that the management policies of the Hospital shall not be inconsistent with the agreed upon hours of work as specifically set out elsewhere in this Agreement.
  4.        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, the services to be performed and the method, procedures and equipment in connection therewith.

B.02 In order for a rule or regulation, unilaterally introduced by the Hospital and not subsequently agreed to by the Association, to be enforced, it must satisfy the following requisites:

1. It must not be inconsistent with the collective agreement.
2. It must not be unreasonable.
3. It must be clear and unequivocal.
4. It must be brought to the attention of the nurses before it can be enforced.
5. The employee concerned must have been notified that a breach of such rule could result in discharge if the rule is used as a foundation for discharge.
6. Such rule should have been consistently enforced by the Hospital from the time it was introduced.

#### ARTICLE C - INTERVIEW WITH NEW EMPLOYEES

C.01 The Association interview shall be at a time during working hours which is mutually satisfactory to both the Hospital and the Association.

#### ARTICLE D - ASSOCIATION - HOSPITAL COMMITTEE

D.01 This committee shall be composed of two (2) representatives of the Association and two (2) representatives of the Hospital.

#### ARTICLE E - ASSOCIATION REPRESENTATIVES

E.01 Nurse Representatives

There are eleven (11) nurse representatives for the following areas:

3 East - 1	6 East - 1
3 West - 1	6 West - 1
4 East - 1	7 East - 1
4 West - 1	7 West - 1
5 East - 1	Clinic - 1
5 West - 1	

E.02 Grievance Committee

The Grievance Committee shall be composed of three (3) nurses.

E.03 Negotiating Committee

The Negotiating Committee shall be composed of three (3) nurses.

ARTICLE F - SCHEDULING

F.01 Current practices for scheduling of the meal period and the rest period shall continue.

F.02 Introduction of a longer daily tour must be with the approval of the Association.

F.03 A nurse will receive premium pay as set out in Article 14.03 for all hours worked on a third consec

- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- ii) such nurse has requested weekend work, or
- iii) such weekend is worked as the result of an exchange of shifts with another nurse.

F.04 Scheduling Regulations and Objectives

The Hospital will maintain the following regulations and objectives:

1. A nurse will be scheduled off at least four (4) days in any two (2) week pay period. No split days off shall be scheduled, except by mutual consent.
2. Schedules will be posted twenty-eight (28) days in advance.
3. The Hospital will schedule every other weekend off.
4. No less than two (2) consecutive tours shall be scheduled off between shift changes.
5. A nurse will be scheduled off work for not less than five (5) consecutive days either at the Christmas or New Years season, except in areas where nurses are not normally required to work on weekends and statutory holidays (clinics, Psych Day Hospital and Day Hospital). Scheduled consecutive days

off at Christmas will include December 24th 25th and 26th consecutive scheduled days off at New Years will include December 31st and January 1.

Requests for Christmas/New Year's season shall be completed by November 1 and time off shall be posted for this period by November 15. If conflicts arise, seniority within the unit shall be the deciding factor.

6. Nurses will not be scheduled to work more than seven (7) consecutive days.

7. The scheduling regulations and objectives will not operate during the period December 15 to January 10.

8. Nurses employed on permanent shifts may be expected to rotate to the day tour for not more than four (4) weeks in each six (6) month period. This will not occur more frequently than once in a six (6) month period. Four (4) weeks' notice of this rotation will be given to the nurse. Nurses assigned to rotating shifts will not be required to rotate over more than two (2) shifts and nurses who rotate shall work fifty percent (50%) on the day tour. Nurses in the employ of the Centre on January 22, 1986, will not be required to work rotating shifts (except for such rotation as provided for permanent shifts as set out above). Nurses in the employ of the Centre on the 22nd of January, 1986 may, however, apply for and receive a rotating shift. Nurses hired subsequent to January 22, 1986 may be required to work rotating shifts.

9. Members of the negotiating committee will not be scheduled to work the evening or night shift immediately preceding negotiations which commence during the hours of a day shift.

#### ARTICLE G - DESIGNATED HOLIDAYS

G.01 The Hospital agrees to recognize the following paid holidays:

New Years Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Remembrance Day
Labour Day	2nd Monday in February
Civic Holiday	Yom Kippur

Note: In any year in which Yom Kippur will fall on Thanksgiving Day, the twelfth (12th) holiday will be the second (2nd) Monday in June.

G 02 The lieu day shall be scheduled off at a mutually agreed upon time, including weekends, within sixty days. Mutually agreed to by the nurse and the Hospital.



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- G.03 A nurse may accumulate not more than five (5) lieu days which may be taken at a mutually agreed upon time, concurrently or added to her vacation if it does not interfere with the vacation requests of other staff. Effective April 1, 1989 the number of lieu days which may be accumulated will be not more than six (6).
- G.04 Where an employee is scheduled to be off duty on a weekend which is preceded or followed by a paid holiday, the Hospital will endeavour to schedule the employee off duty for the paid holiday and where an employee is scheduled to work on the weekend preceding or immediately following a paid holiday, the Hospital will endeavour to schedule the employee to work the paid holiday. This article shall not apply to Christmas Day, Boxing Day or New Year's Day.
- G.05 When a holiday falls during the vacation period of the nurse, it shall be added to the end of her vacation period, or another scheduled day at a mutually agreed upon time. It is understood that the lieu day shall not be scheduled without prior discussion with the nurse involved.
- G.06 For the purposes of calculating entitlement to holiday pay, the three (3) tours which are deemed to be the tours within the holiday period shall be those three tours in which the majority of hours worked fall within the 24-hour period of the actual holiday.
- G.07 Where a nurse chooses equivalent time off for overtime hours, such time shall be taken within sixty (60) days.

#### ARTICLE H - VACATIONS

- H.01 The vacation year shall be based on July 1 of any year. Effective April 1, 1995, the vacation year shall be based on April 1 to March 31.
- H.02 Vacations may be taken at any time of the year, that is mutually acceptable to the parties, and shall be scheduled in order of seniority if there is a conflict in scheduling.

The Hospital shall schedule the nurse off work the weekend following her vacation. Scheduling off of weekends shall only apply where the nurse takes a full week of vacation.

Requests for vacation shall be submitted in writing to the Head Nurse or her designate at least five weeks before the time at which the nurse proposes to commence her vacation.

A nurse may take up to five days of her vacation in single days.

- H.03 A nurse shall be permitted to carry five (5) days of vacation to the next year.

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- H.04 Prior to leaving on vacation, full-time and permanent part-time nurses (excluding casual nurses) shall be notified of the date and time on which to report for work following vacation. If the schedule is changed during the said full-time and permanent part-time nurses absence so that the reporting day has changed, the Hospital will notify the employee by registered mail to be sent to the employee's last known address and the notice shall be deemed to be received following the third day following date of registration.

#### ARTICLE I - BULLETIN BOARDS

- I.01 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and other matters pertaining to Association matters. The location of this space will be determined mutually. All such notices must be submitted to the Director of Employee Relations for approval prior to being posted. This approval shall not be unreasonably withheld.

#### ARTICLE J - ASSOCIATION LEAVE

- J.01 Leave for Association business shall be up to a total of forty-five (45) days during any calendar year, provided adequate notice is given the Hospital. It is agreed that not more than three (3) nurses shall be absent on such leave at the same time, and not more than one (1) nurse shall be absent on such leave from any one area unless prior written permission is secured from the Head Nurse. Such permission shall not be unreasonably denied.

#### ARTICLE K - SENIORITY LISTS

- K.01 A copy of the seniority list will be forwarded to the President of the local Association or her designate semi-annually in October and April.

#### ARTICLE L - MISCELLANEOUS

- L.01 Nurses shall keep the Centre advised of their current address and telephone numbers through use of the "Change of Address" form available through the personnel office. Transmit by registered mail to the last specified address of the nurse shall be deemed as delivery to the nurse.

#### ARTICLE M - PREPAID LEAVE

- M.01 Five (5) full-time and five (5) part-time nurses may participate each year with not more than one (1) from each unit in the pre-paid plan as set out in 11.11(c)

ARTICLE N - JOB SHARING

If the Hospital agrees 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:

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- N.01 Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- N.02 Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Head Nurse of the unit.
- N.03 The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- N.04 Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- N.05 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 nurse would be required to work.
- N.06 Coverage:
- (a) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
  - (b) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreements:  
  
In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
- N.07 Implementation
- (a) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

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- (b) An incumbent full-time nurse wishing to share her position may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (c) 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 must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to her former position. If she does not continue full-time, the position must be posted according to the Collective Agreement.

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#### Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss. The discontinuation shall not be unreasonable or arbitrary.

#### ARTICLE O - MODIFIED WORK

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.

- 0.2 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 of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.

- 0.3 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

#### ARTICLE P - OCCUPATIONAL HEALTH and SAFETY

P.01 (a) The Hospital, with the nurse's consent, will inform the Association within three (3) days of any nurse who has been assaulted while performing her work.

- (b) Such information shall be submitted in writing to the Association as soon as possible.

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- (c) The Hospital will consider request for reimbursement for damages incurred to the nurse's personal property.

Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_

FOR THE HOSPITAL

FOR THE ASSOCIATION

BAYCR01.F96

Letter of Intent

The Hospital will continue its policy of paid parking which currently on the basis of the following rates:

Twenty-three dollars and two cents (\$23.02) per month.

Prior to any change in this rate to reflect changes in costs of providing parking services, the proposed changes will be discussed at the Association/Hospital Committee. In the event the Hospital changes the rate, the Association has the right to grieve.

Dated \_\_\_\_\_, Ontario this "day of

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FOR THE HOSPITAL

FOR THE ASSOCIATION

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Letter of Understanding

Re Article H.01

No nurse will be disadvantaged by the change to clause H.0 1 in any way.

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Dated at ~ Ontario this  
FOR THE HOSPITAL

day of

FOR THE ASSOCIATION

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