

COLLECTIVE AGREEMENT

Between:

**TORONTO REHABILITATION INSTITUTE
(Hereinafter referred to as the "Employer")**

And:

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

Expiry: March 31, 2001

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APPENDIX 5

ARTICLE A – RECOGNITION

- A.01 The Hospital recognizes the Association as the exclusive bargaining agent for all Registered and Graduate Nurses at the Hospital, save and except Managers, persons above the rank of Manager, Employee Health Nurse, Nurse Educators, Clinical Nurse Specialists and Nurse Clinicians.
- A.02 The expression "Immediate Supervisor" when used in this Agreement shall mean the Manager, Program Services or Operations Director.

ARTICLE B - MANAGEMENT FUNCTIONS

- B.01 The Association acknowledges 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, lay-off, recall and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without cause may be 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 and 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) establish, and enforce reasonable Hospital policies, rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this agreement.
- B.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION REPRESENTATION

C.01 Nurse Representatives

There will be one  Union Representative per unit.

C.02 Grievance Committee

The Grievance Committee shall be composed of one (1) Chairperson, one (1) Vice-President of Grievances, and one (1) Member from each site, however not more than three (3) employees will normally attend at one time.

C.03 Negotiating Committee

The Negotiating Committee shall be comprised of six (6) nurses.

C.04 Hospital-Association Committee

The Hospital-Association Committee shall be comprised of six (6) representatives of the Local Association with at least one (1) representative from each site and an equal number of representatives from the Hospital.

C.05 Association Interview

A fifteen (15) minute Association interview shall be scheduled, by consultation, between the Local and the Hospital, to take place during the orientation period. The Hospital will provide the Local with a copy of the Hospital's scheduled orientation date. The Hospital will provide the Local with a list of new staff hires scheduled for each orientation when the list is available.

ARTICLE D – SENIORITY

D.01 The seniority list will be filed with the President of the Local Association and posted in February and August of every year.

D.02 In addition to the Dues Deduction List (Article 5.05), the Hospital will provide to the Local President a monthly Leave Status Report of nurses on leaves of absence including each nurse's name, unit, effective and return dates of leave, and type of leave.

ARTICLE E - LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

E.01 Leave of absence for Association business shall be given subject to the efficient operation of the hospital, provided adequate notice is given. It is agreed that no more than one (1) nurse from the same unit, and no more than two (2) nurses from each site shall be absent on such leave at the same time. The Union will give a minimum of two (2) weeks notice in advance when possible.

ARTICLE F – WEEKENDS

- F.01 A nurse will receive premium pay for all hours worked on a third (3rd) and subsequent consecutive weekend, save and except where:
- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - (b) such nurse has requested weekend work; or
 - (c) such weekend is worked as the result of an exchange of shifts with another nurse.

ARTICLE G - SCHEDULING OBJECTIVES

- G.01 The Hospital will endeavour to 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. At least one (1) weekend off in two (2);

NOTE: Where existing scheduling practices provide for better than one weekend off in two, the Hospital will endeavour to maintain that practice.

2. Schedules will be posted no less than twenty-eight (28) days in advance of a twenty-eight (28) day posting period;
3. Nurses will not normally be scheduled to work more than six (6) consecutive days. A full-time nurse will be scheduled two (2) consecutive days off after working seven (7) consecutive days.
4. No less than two (2) consecutive shifts shall be scheduled off between a change of tours.
5. **All** nurses **shall** receive at least six (6) consecutive days off at either Christmas or New Year's unless by mutual consent. Days off will include December 24, 25, 26 at Christmas or December 31, January 1 at New Year's.
6. Requests for Christmas/New Year's season shall be submitted by October 1st and confirmed by November 15th. This provision shall not apply to any area where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.
7. Scheduling objectives may be waived between December 15 and January 15 in order to accommodate G.01(5).
8. A nurse who rotates shifts shall be scheduled two (2) consecutive days off after working night duty;

9. For nurses who rotate, the Hospital will endeavour to schedule so that one-half (1/2) of the nurse's tours are day tours. When this is not possible, the nurses involved in the scheduling unit, shall, over a reasonable period of time, be scheduled to the same number of day tours. Days off shall not be included in the averaging system.
10. For those who rotate, a weekend shall be defined as fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
11. Approved continuing education courses, related to nursing practice may be accommodated as follows:

Work schedules not yet finalized may be changed to accommodate continuing education courses. Changes are subject to the availability of appropriate relief staff.
12. Nurses who wish to alter their already posted schedule must find their own replacement using the approved staffing policy and identify the replacement to the Manager before an alteration to the schedule will be considered. It is agreed that any such exchange of shifts shall not result in overtime not otherwise payable.
13. A nurse who elects to take time off in lieu of payment for overtime as provided in Article 14.09 must do so within a period of 42 consecutive days of the date on which she worked the overtime.

The scheduling of the time off will be by mutual agreement of the nurse and the Hospital. If the time off cannot be scheduled within the time limit, the nurse will be paid for the time.

G.02 Extended Tours

1. An extended tour shall be introduced into any unit when:
 - (a) Sixty-six percent (66%) of the nurses in the unit so indicate by secret ballot; and
 - (b) The Hospital agrees to implement the extended tours, such agreement shall not be withheld in an unreasonable arbitrary manner.
2. An extended tour may be discontinued in any unit when:
 - (a) Sixty-six percent (66%) of the nurses in the unit so indicate by secret ballot; or
 - (b) The Hospital because of:
 - (1) Proven adverse effects on patient care,

- (2) Inability to provide a workable staffing schedule.
 - (3) Other reasons which are neither unreasonable nor arbitrary.
3. When notice of discontinuation is given by either party in accordance with paragraph 2 above, then:
- (a) The parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuation; and
 - (b) Where it is determined that the extended tours will be discontinued, affected nurses shall be given twenty-eight (28) days' notice before the schedules are so amended.
4. Extended tours can be organized for individual employees or small groups without the above limitations. Introduction must be by mutual agreement of the nurse(s), Manager and the Association.
- G.03 When the Hospital requires a nurse to float to another unit it will ask for volunteers; if floating is to be assigned, non-full-time employees will be floated first beginning with the least senior nurse on duty on the unit with an equitable rotation thereafter.
- G.04 Nurses who do not rotate shifts may be scheduled to work up to twenty (20) days per year on the day shift at mutually agreeable times to contribute to the clinical and functional programs (such as education, assessment and participation in Team & Family Conferences). Agreement as to the time for such scheduling on days shall not be unreasonably withheld.
- G.05
- (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 equitable distribution, 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) Additional shifts will be offered in the following order:

1. RPTs on the unit
2. RPTs within the program
3. Casuals on the unit
4. Casuals within the program
5. RPTs hospital-wide
6. Casuals hospital-wide

- vi) 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.

G.06 Four Hour Tours (Part-time Employees Only)

- (I) A four **(4)** hour tour will consist of four **(4)** paid hours inclusive of one (1) fifteen (15) minute paid break.
- (2) The hospital will keep the number of four (4) hour tours to a minimum.

G.07 Change of Master Rotation

Revisions to any Master schedule shall be brought to a scheduling sub-committee of the Hospital Association Committee for discussion. Master schedules on a unit may be changed if sixty-six percent (66%) of the nurses on the unit so indicate by secret ballot conducted jointly by the hospital and the union.

ARTICLE H – VACATIONS

- H.01 It is understood and agreed that the Hospital will give every consideration to the nurse's preference as to the planning of her vacation. In the event of a conflict between nurses, the Hospital will provide bargaining unit seniority, but of necessity, the Hospital must reserve the right to the final decision as to the scheduling of vacations. Requests for vacation of more than five (5) consecutive days must be forwarded to the Supervisor or Department Head in writing and dated at least forty-five **(45)** days prior to the period requested. Requests for single vacation days must be submitted as far in advance as possible.
- H.02 Vacations may be taken at any time of the year except for the period from December 15th to January 15th. The Hospital agrees to consider a special request on an individual basis provided that it doesn't interfere with the efficient operation of the Hospital. Such agreement shall not unreasonably be denied.
- H.03 Vacation quotas shall not be unduly restrictive and shall only include members of the bargaining unit, and shall not include members on leave of absence.
- H.04 (a) The Hospital shall endeavour to schedule the weekend off before and the weekend after a nurse's vacation when a vacation is one week or longer in duration.
- (b) Requests for isolated weekend vacation days will be granted only when other staff are available as replacements.

- H.05 Nurses requesting a transfer between May and September to another nursing unit will be granted vacation during that time which is compatible with the staffing needs of the nursing unit and vacation schedule already established notwithstanding bargaining unit seniority.

ARTICLE I – HOLIDAYS

- I.01 The Employer agrees to recognize the following paid holidays:

New Year's Day	Civic Holiday
2 nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1st)	Boxing Day

- I.02 For the purpose of payment, it is understood and agreed that the holiday commences at the end of the evening shift immediately prior to the holiday and not commencing at the night shift on the day of the designated holiday.

- I.03 Full-time Nurses Only

- (a) Individual lieu days may be taken within fifteen (15) days prior to a holiday. Up to three (3) lieu days may be accumulated, which may be taken concurrently, at a mutually agreeable time. All lieu days accumulated in a fiscal year must be taken by thirty (30) days following the end of that fiscal year. If they are not taken by that time they will be paid out as in Article 15.05.
- (b) If a holiday falls during a nurse's scheduled vacation period, an additional day off with pay shall be granted; it shall be scheduled at the end of the vacation or at a time mutually agreeable to the Hospital and the nurse.

- I.04 Part-time Nurses Only

Regular Part-time employees will receive unpaid time off on an annual basis for the purpose of vacation in accordance with the following schedule (subject to the vacation scheduling regulations of the hospital):

Vacation pay of 6% - 3 weeks
 Vacation pay of 8% - 4 weeks
 Vacation pay of 10% - 5 weeks
 Vacation pay of 12% - 6 weeks

ARTICLE J – MISCELLANEOUS

- J.01 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and other matters restricted to Association matters.

- J.02 Nurses may agree to participate on Hospital committees upon request of the Chairperson and will attend meetings when not regularly scheduled to work at a straight time rate of pay for the length of the meeting.
- J.03 Each nurse shall keep the Hospital informed of her current address and telephone number by notifying the Human Resources Department in writing. Transmittal by registered mail to the last specified address of the nurse shall be deemed delivery to the nurse.
- J.04 In accordance with 11.11(c) of the Collective Agreement four **(4)** nurses per site may be absent at any one time with no more than one per unit.
- J.05 The Hospital shall endeavour to correct significant shortage(s) in a nurse's regular pay within three (3) business days of the date of written notice from the nurse to the Hospital of the shortage. The Hospital shall administer such correction by issuing the difference in a separate cheque.
- J.06 The Hospital will provide two uniforms per year to full-time (F/T) nurses.
- J.07 The Hospital shall endeavour to continue to provide continuing education and in-service on all shifts.
- J.08 The Hospital agrees to give the Association at least forty-five **(45)** days' notice of any intended change to the parking arrangements prior to implementation.

ARTICLE K - 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:

- K.01 Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- K.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 with the approval of the Manager. Job sharers shall not be required to work any tours outside of the tours of the full-time position unless mutually agreed.
- K.03 The above schedules shall conform with the Full-time scheduling provisions of the Collective Agreement.
- K.04 Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- K.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.

K.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.

K.07

Implementation

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.

K.08

An incumbent full-time nurse wishing to share her position, may 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.

K.09

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 a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

K.10

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. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE L - WORKERS' COMPENSATION & REINSTATEMENT

L.01

- (a) In accordance with the Occupational Health & Safety Act, the Hospital will continue to notify the Local of the names of all nurses who go off work due to a work related injury.
- (b) 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.

- (c) When it has been medically determined that an employee is unable to return to her former position due to a permanent 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.
- (d) When the Hospital **is** to meet with an employee about her return to "Work Hardening light duties" the employee shall be advised of their right to union representation.

ARTICLE M – VIOLENCE IN THE WORKPLACE

- M.01
- (a) The hospital agrees to have in place policies and procedures to deal with violence in the workplace. The policies will address the prevention of violence, the management of violent situations and support to nurses who have faced violence.
 - (b) The parties agree that, if incidents involving abusive conduct occur, that such action will be recorded and reviewed at the Occupational Health and Safety committee. Reasonable steps within the control of the Hospital will be followed to address the legitimate health and safety concerns presented in that forum.
 - (c) 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. Such information shall be submitted, in writing, to the Association as soon **as** possible.
 - (d) Staff will be reimbursed for personal property as specified in the WSIB Operational Policies.

Dated at Toronto, Ontario, this 11th day of August, 2000.

FOR THE EMPLOYER

Mary A Chandra

Beverley Beeley

[Signature]

Carol Holmes

Dore Dore

Shirley Rubin Co-ordinator

FOR THE UNION

[Signature]
Labour Relations Officer

[Signature]

[Signature]

[Signature]

MEMORANDUM OF UNDERSTANDING

Between:

TORONTO REHABILITATION INSTITUTE
(hereinafter referred to as the "Hospital")

And:

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

Re: Uniforms

The parties agree that during the term of the collective agreement the Hospital may re-evaluate its commitment to provide uniforms to members of the full-time and part-time bargaining units and that as a result the payment of a uniform allowance may result, subject to discussion at the Hospital Association Committee (HAC) as to the appropriateness of the amount and form of such payment.

Dated at Toronto, Ontario this 10th day of August, 2000.

FORTHEEMPLOYER

Mary A. Chandler

Sueley Bouley

Carol Holmes

Don Davis
Sheela Ruben Op. Director

FOR THE UNION

J. M. Luuine
Labour Relations Officer

[Signature]

Cynthia Joy

MEMORANDUM OF UNDERSTANDING

Between

TORONTO REHABILITATION INSTITUTE
(hereinafter referred to as the "Hospital")

And -

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

Re: Lyndhurst Hospital

The Hospital Security Officer will be made available during the period of 2245 to 2400 hours to assist any nurse to and from the parking area.

Special requests from nurses should be made in advance on an individual daily basis directly with the security department.

Dated at Toronto, Ontario, this 10th day of August, 2000.

FOR THE EMPLOYER

Mary A. Charndel
Suzanne Bowley
[Signature]
Carol Holmes
[Signature]
Debra [Signature]
Heather [Signature]
Op. Elevator

FOR THE UNION

[Signature]
Labour Relations Officer
[Signature]

