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COLLECTIVE AGREEMENT

LOCAL ISSUES

Between:

**WEST PARK HEALTHCARE CENTRE, TORONTO
(Hereinafter referred to as the "Healthcare Centre")**

And:

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

COMBINED

Expiry: March 31, 2004

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APPENDIX 3

CLASSIFICATION - REGISTERED NURSE

		<u>Effective April 1, 2001</u>	<u>Effective April 1, 2002</u>	<u>Effective April 1, 2003</u>
START	Hourly	21.12	21.75	22.44
1 YEAR	Hourly	21.95	22.61	23.33
2 YEARS	Hourly	23.10	23.80	24.56
3 YEARS	Hourly	24.25	24.97	25.77
4 YEARS	Hourly	25.40	26.16	27.00
5 YEARS	Hourly	26.83	27.64	28.52
6 YEARS	Hourly	28.26	29.11	30.04
7 YEARS	Hourly	29.71	30.60	31.58
8 YEARS	Hourly	31.45	32.71	33.75

CLASSIFICATION - GRADUATE NURSE

		<u>Effective April 1, 2001</u>	<u>Effective April 1, 2002</u>	<u>Effective April 1, 2003</u>
START	Hourly	20.06	20.66	21.32
1 YEAR	Hourly	20.85	21.48	22.16

APPENDIX 5 - LOCAL ISSUES

ARTICLE A - RECOGNITION AND DEFINITIONS

- A.1 The Hospital recognizes that in accordance with the "Certificate" issued by the Ontario Labour Relations Board and dated at Toronto on the 28th day of September, 1979 the Ontario Nurses' Association is the bargaining agent of all registered and graduate nurses engaged in a nursing capacity by West Park Hospital in the Borough of York, save and except Service Manager, persons above the rank of Service Manager and persons regularly employed for not more than twenty-four (24) hours per week. [Full-time Only]
- A.2 The Hospital recognizes that in accordance with the "Certificate" issued by the Ontario Labour Relations Board and dated at Toronto on the 18th day of January, 1982 the Ontario Nurses' Association is the bargaining agent of all registered and graduate nurses engaged in a nursing capacity by West Park Hospital in Metropolitan Toronto regularly employed for not more than 24 hours per week, save and except Service Manager and persons above the rank of Service Manager. [Part-time Only]
- A.3 The word "nurses" when used in this Agreement shall mean persons included in the bargaining unit as set out in clauses A.1 and A.2.
- A.4 "Supervisor" or "immediate Supervisor", when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT RIGH

- B.1 The Association recognizes that the management of the Healthcare Centre and the direction of the working forces are fixed exclusively in the Healthcare Centre and shall remain solely with the Healthcare Centre 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 Healthcare Centre 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, with just cause provided that any such action contrary to the provisions of this Agreement may be subject to a grievance and dealt with as provided herein;
 - (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;
 - (d) generally to manage the operation that the Healthcare Centre 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 methods, procedure 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 not inconsistent with the provisions of this Agreement;
- (f) generally to operate the West Park Healthcare Centre in a manner consistent with the obligations of the Healthcare Centre to the general public in the communities served.

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

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C.1 Nurse Representatives

The Healthcare Centre shall recognize seven (7) Union representatives from the following areas as the Union representatives of both full-time and part-time employees:

Acquired Brain Injury Unit (ABI)
Transitional Living Centre - Merton Street site
R4
2 West
3 west
2 East, Clinic/Day Healthcare Centre
3 East

In the event a Union representative is not available in a designated area, a Union representative from another area may substitute on a temporary basis.

C.2 Negotiating Committee

There shall be a Negotiating Committee of up to three (3) nurses representing both the full-time and part-time bargaining units.

C.3 Grievance Committee

There shall be a Grievance Committee of up to three (3) nurses representing both the full-time and part-time bargaining units. Up to two (2) members of this committee shall be present at grievance meetings.

C.4 Hospital Association Committee

This Committee shall be comprised of three (3) members representing both the full-time and part-time bargaining units and three (3) members representing the Healthcare Centre.

C.5 Professional Development Committee

There shall be a Professional Development Committee which shall be comprised of three (3) members representing the Association and three (3) members representing the Healthcare Centre.

C.6 There shall be a Scheduling Committee which shall be comprised of three (3) nurses representing both the full-time and part-time bargaining units and three (3) members representing the Healthcare Centre.

C.7 (a) The Healthcare Centre shall pay the Bargaining Unit President one (1) day salary each month. This salary is in lieu of all time spent attending meetings with the Healthcare Centre including all committees mandated by the Collective Agreement and time spent preparing for these committee meetings and for investigating and/or processing grievances.

In addition, the Bargaining Unit President may request up to an additional two (2) days leave of absence per month paid by the Healthcare Centre to attend to local union issues. Such requests will not be unreasonably denied.

Request for such leave of absence must be submitted in writing by the Bargaining Unit President as soon as practicable to the Director of Human Resources and Organizational Development or her/his designate.

It is understood that the above leave is separate from all other Association Business leaves as per Article 11 of the Collective Agreement.

(b) Local Co-ordinator Leave

The Healthcare Centre agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require to fulfil the duties of the position.

ARTICLE D - INTERVIEW PERIOD

D.1 The interview period as provided for in Article 5.06 will be scheduled during the nurse's formal orientation period.

ARTICLE E - SENIORITY LIST

E.1 The seniority list as provided for in Article 10.02 will be filed with the Union and posted on January 1st and July 1st of each year. The seniority list will be posted in a designated glassed-in bulletin board. A copy will be sent to the Labour Relations Officer.

E.2 Job Posting Notification

In accordance with Article 10.07 (b) of the central collective agreement, the Healthcare Centre will notify all applicants to posted positions, in writing, of the outcome of the selection process.

The Healthcare Centre will notify the ONA Local Bargaining Unit President of the name(s) of both the successful and unsuccessful applicants to posted positions as soon as practicable.

ARTICLE F - HOURS OF WORK – SCHEDULING

F.1 The paid rest periods as provided for in Article 13.01 (b) will be scheduled during each half tour.

F.2 The unpaid meal period as provided for in Article 13.01 (a) will be scheduled by the Healthcare Centre.

F.3 Scheduling Regulations

The Healthcare Centre will maintain the following working schedules:

(a) No less than two (2) consecutive tours off between changes of shifts, unless otherwise agreed;

(b) A request by a nurse for change of scheduled working hours must be submitted **seventy-two (72)** hours in advance to the Service Manager for her/his approval in writing **co-signed** by the nurse willing to exchange tours. In extenuating circumstances requests received **less** than **seventy-two (72)** hours in advance of the proposed change may be considered;

(c) A nurse will be scheduled **off** at least four **(4)** days in any two (2) week period, including at least one (1) period of two (2) consecutive days **off**, and a minimum of split days will **be** scheduled; [Full-time Only]

(d) Nurses will not be scheduled to work more than seven (7) consecutive days, unless by request of or agreement by the nurse;

(e) These scheduling regulations included in F.3 and clauses F.4 and F.5 may be waived between December 15 and January 15 to provide for Christmas and New Year's scheduling. Nurses will be scheduled off at least five (5) consecutive days at either Christmas or New Year's. Each nurse will be advised of time off four (4) weeks in advance. Time off at Christmas includes December 24th and 25th, or December 25th and 26th. Time off at New Year's includes December 31st and January 1st;

Nurses will indicate their preference for time off at either Christmas or New Year's on a list posted on each unit. In the event of a scheduling conflict, alternating Christmas or New Year's time off will be the deciding factor;

(f) Schedules will be posted two (2) weeks in advance and will cover a four (4) week period. At that time a hard copy of the final Planned Schedule will be posted on the Unit. Subsequent changes to the Final Planned Schedule will be made using the computerized system only. The Employer will not amend the hard copy to reflect adjustments made after the date of posting;

(g) The Employer will schedule a nurse who normally rotates to work at least fifty percent (50%) of her/his tours on the day tour unless otherwise mutually agreed; [Full-time Only]

(h) At least forty-eight (48) hours time off shall be scheduled following the night tour when changing schedules to either the day tour or the evening tour; unless otherwise mutually agreed;

- (i) No split tours;
- (j) For the purposes of this Article the first tour of the day **will** be considered to be the night tour;
- (k) A nurse will not be required to change tours more than once per week;
- (l) Prior to altering the starting or finishing times on a unit, or introducing different shifts, the nurses on the unit will be consulted for input and their comments. The Local Bargaining Unit President shall be notified prior to the Healthcare Centre implementing any such changes;
- (m) The Employer will endeavour to obtain the consent of a nurse before changing **her/his** posted schedule;
- (n) The Employer will endeavour to equitably distribute shift work amongst nurses in a unit working the same shift rotation;

F.4 For the purposes of scheduling, weekends shall be defined as consisting of any **fifty-six (56)** consecutive hour period off following the completion of the Friday day tour. All nurses shall be scheduled every other weekend **off** unless otherwise mutually agreed to by the Healthcare Centre and the Association. The parties agree that this arrangement applies to an individual, not to a position.

F.5 A nurse will receive premium pay as provided for in Article **14.03** for all hours worked on a second consecutive and subsequent weekend save and except where:

- 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 a result of an exchange of shifts with another nurse and which has been approved by the Service Manager.

F.6 A nurse who elects to take time off in lieu of payment for overtime as provided for in Article **14.09** must do so within a period of sixty (**60**) consecutive days of the date on which **she/he** worked overtime. The scheduling of the time off will be by mutual agreement between the nurse and the Healthcare Centre. If the time off cannot be scheduled within the said time period the nurse will be paid for the time.

F.7 Extended Tours

1. Extended tours will be introduced into any unit when:
 - (a) 80% of the nurses affected so indicate by secret ballot; and
 - (b) the Healthcare Centre agrees to implement extended tours. Such agreement will not be withheld in an arbitrary manner.
2. There will be a trial period of a minimum of sixteen (**16**) weeks with the option of extending for up to an additional sixteen (**16**) weeks.

3. **Extended** tours will be continued on a unit when **80%** of the nurses so affected indicate, by secret ballot, their willingness to work extended tours.
4. Extended tours may be **discontinued** when:
 - (a) **70%** of the nurses affected so indicate by secret ballot; or
 - (b) the Healthcare Centre, because of adverse effects on patient care or the inability to produce a workable staffing schedule, states its intention to discontinue the extended tours.
5. When notice of discontinuation is given by either party in **accordance** with paragraph 4, then:
 - (a) the parties shall meet within two (2) weeks of receipt of the notice of discontinuation; and
 - (b) where it is determined that extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.
6. The feasibility of continuing extended tours will be assessed on a regular **basis**. Criteria for the **assessment** to include the following:
 - (a) review of standards of patient care;
 - (b) scheduling - incidents and problems incurred with relief staffing;
 - (c) recruitment;
 - (d) absenteeism;
 - (e) turnover;
 - (f) budgetary constraints;
 - (g) overtime;
 - (h) employee incidents.
7. A nurse cannot be scheduled to work more than three (3) consecutive extended tours.
8. Nurses shall receive every second (2nd) weekend off unless otherwise agreed upon between the Healthcare Centre and the individual nurse, or **fifty** percent (50%) of weekends (i.e. over a month, two (2) out of every four (4) will be scheduled off if agreed upon by the Healthcare Centre and a group of nurses.

A weekend off shall consist of six (6) consecutive extended tours, which shall commence no later than 1930 hours Friday.

A nurse will receive premium pay as defined in Article 14.03 for all hours worked on a second consecutive and subsequent weekend until a weekend is scheduled off, except in the case of employees who work two (2) out of every four (4) weekends, the premium will be paid for all hours worked on any weekend in excess of two (2) weekends in every **four** (4) consecutive weekend periods, save and except where:

- (i) such weekend has been worked by the nurse to satisfy specific days off required 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.
9. Schedules will be posted two (2) weeks in advance and will cover a four (4) week period. At that time a hard copy of the final Planned Schedule will be posted on the Unit. Subsequent changes to the Final Planned Schedule will be made using the computerized system only. The Employer will not amend the hard copy to reflect adjustments made after the date of posting.
10. The Employer will endeavour to obtain the consent of a nurse before changing her/his posted schedule.
11. A request by a nurse **for** change of scheduled working hours must be submitted **seventy-two** (72) hours in advance to the Service Manager for her/his approval in writing **co-signed** by the nurse willing to exchange tours. In extenuating circumstances requests received less than **seventy-two** (72) hours in advance of the proposed change may be considered.
12. At least fifty percent (50%) of tours worked shall be on the day shift, except where the nurse chooses to work straight shift or a greater percentage of shifts.
13. A nurse will not be required to change tours of duty more than once during a week, unless otherwise agreed by the nurse.
14. A minimum of four (4) consecutive tours off shall be scheduled following scheduled night shifts unless otherwise agreed.
15. No split tours.
16. The scheduling regulations included in F.7 may be waived between December 15 and January 15 to provide for Christmas and New Year's scheduling. Nurses will be scheduled off at least five (5) consecutive days at either Christmas or New Year's. Each nurse will be advised of time off four (4) weeks in advance. Time off at Christmas includes December 24th and 25th, or December 25th and 26th. Time ~~off~~ at New Year's includes December 31st and January 1st.

Nurses will indicate their preference for time off at either Christmas or New Year's on a list posted on each unit. In the event of a scheduling conflict, alternating Christmas or New Year's time off will be the deciding factor.

17. Prior to altering the starting or finishing times on a unit, or introducing different shifts, the nurses on the unit will be **consulted** for input and their comments. The Local Bargaining Unit President shall be **notified** prior to the Healthcare Centre implementing any such changes.

ARTICLE G - COMMITMENT FOR REGULAR PART-TIME

G.1 A regular part-time nurse will be required to sign a "Commitment Form" which will contain the following conditions:

1. Available to work a minimum of six (6) shifts in a two (2) week period.
2. Available to rotate through two (2) shifts.
3. Available to work three (3) weekends in six (6).
4. Available to work twelve (12) months in the year with time off, in lieu of vacation, in accordance with Article K.
5. Available to work six (6) of the designated holidays (as set out in the Collective Agreement). One of these holidays to be either Christmas or New Year's.
6. Available for the Christmas period (including December 24th, December 25th and December 26th) or New Year's period (including December 31st and January 1st).

G.2 (1) All Regular Part-time nurses on each unit will be scheduled up to their commitment in each pay period on an equitable basis prior to the schedule being posted. All Regular Part-time nurses will be scheduled up to their commitment before any Casual Part-time nurses are utilized.

Prior to offering additional tours to any Regular Part-time nurse on each unit, the Healthcare Centre will schedule all Regular Part-time nurses up to their commitment. The Employer may schedule a Regular Part-time nurse on a unit other than her home unit to ensure a nurse is scheduled up to her/his commitment, provided the nurse is qualified to work on another unit within the Healthcare Centre.

- (2) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Healthcare Centre 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 Healthcare Centre;
 - ii) A tour will be deemed to be offered whenever a call is placed;
 - iii) It is understood that the Healthcare Centre 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 Healthcare Centre 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 Healthcare Centre practice.

ARTICLE H - CASUAL PART-TIME

H.1 If a casual part-time nurse has not been available or refuses to work for two (2) months, she/he will be given 3 weeks written notice of the Healthcare Centre's intention to remove her/him from the call list. Should the casual part-time nurse fail to respond to this letter within 2 weeks of the mailing, she/he will be removed from the call list. Should the nurse wish to remain on the call list she/he must so signify in writing within this 2 week period and will only remain on the call list if she/he works within the following 4 weeks, failing which she/he will be removed from the call list without further notice. Nurses who have pre-arranged an extended leave and wish to temporarily remove their names from the call list shall be exempt from the present provision.

ICLE I - SCHEDULING ' SHORT ' :

Where part-time nurses are scheduled to work less than a normal tour (7.5 hours), Article F applies in its entirety except as amended by the following:

- I.1 No regular part-time nurse will be scheduled to work solely on tours which are comprised of less than 7.5 hours in any pay period except where such arrangements are agreed to by the nurse.
- I.2 The Healthcare Centre will endeavour to keep the number of tours comprised of less than 7.5 hours to a reasonable level.
- I.3 Nurses working shifts comprised of less than 7.5 hours shall be granted a paid rest period.
- I.4 Nurses working tours comprised of less than 7.5 hours shall not be scheduled to work more than seven (7) consecutive tours. If a nurse is required to work on a eighth (8) consecutive and subsequent tour, then she/he will receive premium pay for each tour so worked until a day off is scheduled.
- I.5 Nurses working tours of less than seven and one-half (7.5) hours will be paid premium rates in accordance with Article 14 for all hours worked in excess of the scheduled short tour.

ARTICLE J - PAID HOLIDAYS

J.1 The following shall be **recognized** as paid holidays and payment for full-time and part-time nurses shall be as provided for in Article 15:

January 1st	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	November 11 th (Part-time only)
July 1st	December 25 th
Nurses' Birthday (Part-time only)	December 26 th
Two (2) Float Holidays, Full-time only (Float Days to be taken at a mutually agreed time)	

J.2 A nurse who is entitled to a lieu day as provided for in Article 15.05, such day shall be granted within sixty (60) days after the date on which the holiday was observed, to be taken on a day arranged between the nurse and her/his Immediate Supervisor. [Full-time Only]

J.3 A nurse who is entitled to a day as provided for in Articles 15.04 (a) and 15.04 (b) will receive a lieu day off at a time arranged between the nurse and her/his immediate Supervisor. [Full-time Only]

J.4 The parties hereto recognize that the Healthcare Centre must extend daily service to patients and that the Healthcare Centre operates on a twenty-four (24) hour, seven (7) day a week basis; it is therefore necessary to retain a large portion of the nurse complement even on holidays. When a paid holiday falls on a Friday or a Monday, the Healthcare Centre will endeavour to provide the holiday off to nurses who are scheduled off on the weekend immediately adjacent to the holiday. Similarly, the Healthcare Centre will endeavour to schedule nurses who are scheduled on the weekend immediately adjacent to the holiday to work on the paid holiday. This provision is not applicable to December 25th, December 26th, and January 1st. This provision is applicable to either Easter Monday or Good Friday, but not to both. First priority in the application of this clause will be afforded full-time employees.

J.5 For purposes of this Article in the matter of the determining of the time period for which a nurse will be paid overtime premium when working on a holiday will be the shift where the majority of hours are scheduled on the holiday.

ARTICLE K – VACATION

K.1 It is understood and agreed that vacation weeks are not necessarily continuous, however, the Healthcare Centre will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates and the continuity of weeks subject to the needs to meet the operating requirements of the Healthcare Centre.

K.2 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation. For part-time employees this will only apply provided the pre-scheduling of the nurse is feasible.

K.3 All requests for vacation shall be submitted in writing to the Service Manager by March 1st of each year. All vacation requests will be processed by the 15th of April

and will be posted. Vacation requests which are not applied for previous to March 1st will be considered on an individual basis, but it is understood that nurses must give at least eight (8) **weeks'** notice.

K.4 in scheduling vacation time off preference **will** be given to nurses in accordance with their seniority provided the nurse exercises this right by March 1st of each year, after which time preference will be allocated on a first come first served basis.

Seniority as it applies to this clause is based on a nurse's Healthcare Centre Seniority and which may be exercised in the unit to which **she/he** has been assigned.

K.5 A nurse will be scheduled off for the Saturday and Sunday following a vacation that terminates on a Friday unless **otherwise** mutually agreed by the Healthcare Centre and the nurse.

K.6 The vacation year for the purpose of entitlement shall be from the 1st of July in one year to the 30th of June of the next year and all vacation earned up to and including the 30th of June in any year must be taken before the **31st** of March of the following year. Due to the necessity of allowing as many nurses off as possible over the Christmas and New Year's holidays, vacations will not be scheduled for the period from December 18th to January 8th.

Exception: On units that are closed over the Christmas and New Year's period vacations will be granted to those nurses that request it, subject to operational needs.

K.7 It is understood and agreed that after six (6) months of continuous service a nurse will be eligible to take vacation entitlement **she/he** has accumulated to that date subject to the provisions of clauses J.1 and J.3. [Full-time Only]

K.8 Vacation pay shall be paid to all nurses in advance of their vacation if requested, and the request must be submitted by the nurse to **her/his** Service Manager or **her/his** designate not later than the 12th of the month immediately prior to the month in which **she/he** is scheduled for vacation. [Full-time Only]

K.9 (PT) Regular part-time nurses shall be entitled to time off based on the number of tours worked and on the following formula:

Up to 600 tours	- 3 weeks
601 tours or more	- 4 weeks

ARTICLE L - BULLETIN BOARDS

L.1 The Healthcare Centre will provide glassed-in bulletin boards in areas designated by the Healthcare Centre for the purpose of posting of notices by the Association. All notices must be signed by a member of the Association Local Executive and be submitted to the Healthcare Centre's Director, Human Resources and Organizational Development or **her/his** appointee. **No** notice will be posted until said Director or **her/his** appointee has approved it. Such approval shall not be unreasonably denied. The keys for the glassed-in bulletin boards are jointly held by the Healthcare Centre and the Association.

ARTICLE M - SICK LEAVE

M.1 Leave of absence for Association business shall be **granted** up to an aggregate total of five hundred hours in any calendar year. This combined total shall be calculated by adding together the number of hours granted to each individual nurse. Requests for leave must be in writing and submitted by the nurse not less than fourteen (14) days prior to the date of the requested leave. Not more than three (3) nurses will be absent at the same time. Leave of absence under this clause will not be arbitrarily withheld.

ARTICLE N - SICK LEAVE / BENEFITS

N.1 In order to qualify for sick leave a nurse must notify the staffing office at least **two** (2) hours prior to the beginning of a scheduled day tour; and at least three (3) hours prior to the beginning of a scheduled afternoon or night tour, save and except in emergency situations where the nurse is unable to do so. [Full-time Only]

N.2 **Early Retiree Benefits**

The Healthcare Centre will notify the Union of the benefit costs to retired nurses in April of each year.

ARTICLE O - MISCELLANEOUS

O.1 **Prepaid Leave**

The Healthcare Centre agrees that in the application of Pre-Paid Leave Plan there will be a maximum of one (1) nurse per suite/unit away at any one time. The cumulative total number of nurses who may avail themselves of this plan at any one time will not exceed 5% of the total nursing complement. Any application in excess of these numbers will be considered at the discretion of the Healthcare Centre.

ARTICLE P -JOB SHARING

P.1 Whereas the parties have entered into a Collective Agreement: and

Whereas the parties are desirous of implementing a job-sharing program for nurses working at West Park Healthcare Centre;

Now therefore it is agreed as follows:

1. Job-sharing is defined as one full-time position being shared by **two** nurses.
2. The number of job-sharing positions to be established will be determined by the Healthcare Centre in consultation with the Ontario Nurses' Association.
3. Job-sharing requests with regard to full-time positions shall be considered on an individual basis.

4. 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 Service Manager.
5. The above schedules shall conform with the scheduling provisions of Article F of the Collective Agreement which sets out scheduling.
6. Each Job Sharer may exchange shifts with her/his partner, as well as with other nurses as provided by the Collective Agreement.
7. Coverage
 - (a) It is expected that both Job Sharers will cover each other's absences. If, due to unavoidable circumstances, one cannot cover the other, normal reporting procedures will apply. Job-sharers are not required to cover for their partner in the case of prolonged or extended absences.
 - (b) In the event of Vacation, Maternity Leave and other leaves pursuant to Article 11 of the Collective Agreement, the coverage will be negotiated with the Service Manager, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
8. 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.
9. An incumbent full-time nurse wishing to share her/his position, subject to the provisions of Item 2 above, may do so without having her/his 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.
10. If one of the Job Sharers leaves the arrangement, her/his 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/he is qualified. If she/he does not continue full-time, the position will be posted according to the Collective Agreement.
11. Newly-hired job sharers will be subjected to the same probationary period as part-time nurses. Nurses transferring to a job-shared position will be subjected to the probationary period applicable to transfers.
12. For all purposes other than those covered in this Article, Job Sharers will be treated as regular part-time nurses.
13. Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of this notice, a meeting will 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.

Should the Healthcare Centre discontinue job sharing, the employees currently working those arrangements will exercise her/his layoff bumping rights to obtain a part-time position.

ARTICLE Q - AFTERNOON/NIGHT SHIFT

- Q.1
1. A nurse currently working permanent afternoon or night shift shall retain the right to work that permanent shift. However, nurses currently working permanent afternoon or night shift may be required by the Healthcare Centre to work days for a period of up to four (4) weeks for the purpose of training, education, evaluation or orientation. The Healthcare Centre will endeavour to provide as much advance notice as is practical.
 2. Such a nurse may transfer out of the permanent evening or night shift, upon request, with reasonable notice to the Healthcare Centre.

ARTICLE R - MODIFIED WORK

- R.1
- (a) The Healthcare Centre will notify the Bargaining Unit 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., WSIB, modified work or on an extended illness.
 - (b) When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Healthcare Centre 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.
 - (c) The Healthcare Centre agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board.

ARTICLE S - NURSE ABUSE

- S. 1
- (a) The Healthcare Centre, with the nurse's consent, will inform the Association within three (3) days of any nurse who has been assaulted while performing her/his work.
 - (b) Such information shall be submitted, in writing, to the Association as soon as possible.
 - (c) The Healthcare Centre will consider a request for reimbursement for damages incurred to the nurse's personal property.

- (d) **The parties agree that if incidents involving aggressive client action occur, such action shall be reported and reviewed at the Occupational Health & Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.**

Dated at Toronto, Ontario, this 4th day of Sept, 2002.

FOR THE _____ IN _____ THE _____ CEN _____

Daryl
John Rushworth

FOR THE ASSOCIATION

Esther Landolt LRO
Barbara RN BUP
Carol W
Sharilyn Stinson

LETTER OF UNDERSTANDING

Between:

**WEST PARK HEALTHCARE CENTRE, TORONTO
(hereinafter referred to as "the Healthcare Centre")**

And:

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

RE: UNIT _____

1. INTRODUCTION OF UNIT WEEKEND SCHEDULE

The parties are committed to providing ongoing communication to the Registered Nurses in the bargaining unit. A meeting will be held with the Scheduling Committee and the Registered Nurses on each Unit to ensure that everyone understands the requirements of this special schedule. This meeting will be held for all nurses on each Unit prior to conducting the secret ballot vote, and prior to posting the positions.

A Unit weekend schedule will be introduced into any Unit when:

- a) 80% of the Registered Nurses on a unit so indicate by secret ballot their willingness to participate in a master schedule that accommodates the Unit Weekend Worker.
- b) The Centre and the Association Agrees to implement a unit weekend schedule. Such agreement will not be withheld in an unreasonable or arbitrary manner.

The secret ballot vote will be conducted by the Scheduling Committee, and the Scheduling Committee will post the results.

The scheduling committee will meet to establish a master schedule that accommodates the weekend worker.

The positions required to accommodate the Unit Weekend Schedule will be posted on the Unit and filled by seniority from amongst the full-time Registered Nurses on the Unit. If the position is from a vacancy it will be filled in accordance with Article 10.06(a). The filling of such positions will not result in the lay-off or ~~loss~~ of hours of work of any full time or regular part time Registered Nurse.

2. TRIAL PERIOD

For the period of the trial, a weekend worker requesting vacation will not be included in the Unit's vacation quota.

The trial of the Unit Weekend Schedule will run for a six (6) month period agreed upon by the parties.

After three (3) months of the trial period, a meeting will be held with the Registered Nurses on the Unit, and the Scheduling Committee to evaluate the trial period and make recommendations to improve the schedules if needed.

After five (5) months of the trial period, the parties agree to meet in order to evaluate the Unit Weekend Schedule trial. The parties will consider the impact of the schedule with regard to adverse effects on patient care and/or the inability to produce a workable schedule. Either party may elect to discontinue the trial based upon the above evaluation.

Where the Registered Nurses in the Weekend Worker position indicate their willingness to continue with the new master, a further vote will be conducted on the Unit. This vote will require that 80% of the Registered Nurses on the Unit indicate their willingness to continue with the new master schedule thus terminating the trial period. Where less than 80% of the Registered Nurses on the Unit are unwilling to continue, the trial will be terminated, and the Registered Nurses will return to their previous positions and master schedules.

3. AVERAGING OF HOURS

The parties agree that each unit will develop a Weekend Worker Schedule in which a full time Registered Nurse works a weekly average of thirty (30) hours, but must include two (2) eleven and a quarter (11.25) hour tours scheduled on each weekend in accordance with Article 13.04 (h) and F.7 (where applicable) of the collective agreement. The Scheduling Committee and the Weekend Worker will meet to determine the scheduling of the additional (seven and half) (7.5) hour tour per week, prior to commencing the weekend schedule. It is permissible for the Weekend Worker to work four (4) eleven and a quarter (11.25) hour tours over such six (6) week period rather than six (6) 7.5 hour tours.

4. CONSECUTIVE WEEKEND LANGUAGE

Weekend Workers are not eligible for premium payment for consecutive weekends worked, as described in the scheduling provisions of the Local Appendix, Article F.5 and Article F.7 (8).

5. PAID HOLIDAY BANK AND VACATION BANK

Registered Nurses who fill the Weekend Schedule positions will be allowed to carry over their paid holiday and their vacation bank credits accumulated at the time of their filling the Weekend Schedule positions.

6. SCHEDULING PROVISIONS

The scheduling provisions of the Local Appendix will apply, except as modified within the Weekend Schedule Provisions.

7. CHRISTMAS PERIOD

The local provisions related to scheduling will apply, except as modified to confirm that the Weekend Worker will continue to work weekends during this period.

8. TOUR EXCHANGE

Weekend tour exchanges will be permitted only between weekend workers. Weekday tour exchanges will be permitted, provided the Healthcare Centre does not incur additional costs. In all

instances of tour exchange, the tours must be of the same duration. Tour exchanges are subject to the requirements of Article F.3 (b) and Article F.7 (11) of the Collective Agreement.

9. SCHEDULING OF VACATION

Vacation will be scheduled in accordance with the current scheduling practice in accordance with Article K of the Local Appendix of the Collective Agreement.

10. PENSION

A Full-time Registered Nurse working the Unit Weekend Schedule will continue to be a member of the Hospitals of Ontario Pension Plan. The parties agree that for pension purposes, there will be no reduction in the normal 37.5 hours per week pension contribution made by a Registered Nurse and/or the Centre under this agreement.

11. DISPUTE RESOLUTION

The parties agree that any issues or concerns regarding the Unit Weekend Schedules may be discussed at the Scheduling Committee meetings.

12. DISCONTINUATION

Either party may discontinue the Unit Weekend Schedule with ninety (90) days notice. Upon receipt of such notice, a meeting will be held between the parties to discuss discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary.

Should the Unit Weekend Schedule be discontinued, the Registered Nurses in these positions will revert back to their previous positions and the previous master schedule will be put in place.

Nurses in these positions may discontinue the Weekend Schedules with thirty (30) days notice. Such positions will be posted in accordance with paragraph one (1) above. If there is no applicant, the Unit Weekend Schedule will be discontinued.

Dated at Toronto, Ontario, this 4th day of Sept, 2002.

FC HEA CENTRE

Berg
John Rushworth

FOR THE UNION

Stanley LRO
E. Barman/BCIP
Alan Stoen
Sharelyn Stoen

LETTER OF INTENT

Between:

WEST PARK HEALTHCARE CENTRE, TORONTO
(hereinafter referred to as "the Healthcare Centre")

And:

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

RE: PART 1 ITS TASK TEAM

The parties have a mutual interest in exploring the feasibility of part time with the option of participation in staff and benefits at no cost to the Healthcare Centre.

In support of this interest, the parties agree to strike a Task Team comprised of two (2) representatives of the Centre and two (2) representatives of the Local Association. The purpose of the Task Team will be to canvass levels of interest, determine carrier requirements, identify potential cost implications for overall benefit premiums and determine administrative practices required to support such implementation.

The Task Team will report to the Director of Human Resources and Organizational Development and the Hospital Association Committee on the outcome of their work.

During the term of this collective agreement, the Centre will not assume any obligation to implement benefit coverage for part time Registered Nurses.

Dated at Toronto, Ontario, this 4th day of Sept, 2002.

FOR THE CENTRE

Berg
Jean Rushworth

FOR THE ASSOCIATION

Shudret CRO
Barrauld RN BSN
Ann Sorenson
Sharelyn Stinson

