

**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, 2011**

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**APPENDIX 3**

**HOSPITAL SALARY SCHEDULE (2008 - 2011 ROUND)**

**Registered Nurse**

	<b>1-Jan-08</b>	<b>1-Apr-08</b>	<b>% Increase</b>	<b>1-Apr-09</b>	<b>% Increase</b>	<b>1-Apr-10</b>	<b>% Increase</b>
Start	26.80	\$27.67	3.25%	\$28.50	3%	\$29.36	3%
1 Year	27.20	\$28.08	3.25%	\$28.92	3%	\$29.79	3%
2 Years	27.65	\$28.55	3.25%	\$29.41	3%	\$30.29	3%
3 Years	29.01	\$29.95	3.25%	\$30.85	3%	\$31.78	3%
4 Years	30.38	\$31.37	3.25%	\$32.31	3%	\$33.28	3%
5 Years	32.10	\$33.14	3.25%	\$34.13	3%	\$35.15	3%
6 Years	33.81	\$34.91	3.25%	\$35.96	3%	\$37.04	3%
7 Years	35.55	\$36.71	3.25%	\$37.81	3%	\$38.94	3%
8 Years	38.07	\$39.31	3.25%	\$40.49	3%	\$41.70	3%
25 Years	38.74	\$40.00	3.25%	\$41.20	3%	\$42.44	3%

**Classification A**

Assistant Head  
Nurse

	<b>1-Jan-08</b>	<b>1-Apr-08</b>	<b>% Increase</b>	<b>1-Apr-09</b>	<b>% Increase</b>	<b>1-Apr-10</b>	<b>% Increase</b>
Start	27.87	\$26.78	3.25%	\$26.64	3%	\$30.53	3%
1 Year	28.29	\$29.21	3.25%	\$30.09	3%	\$30.99	3%
2 Years	28.68	\$29.61	3.25%	\$30.50	3%	\$31.42	3%
3 Years	30.08	\$31.06	3.25%	\$31.99	3%	\$32.95	3%
4 Years	31.48	\$32.50	3.25%	\$33.48	3%	\$34.48	3%
5 Years	\$33.26	\$34.34	3.25%	\$35.37	3%	\$36.43	3%
6 Years	\$36.80	\$38.00	3.25%	\$39.14	3%	\$40.31	3%
7 Years	\$39.35	\$40.63	3.25%	\$41.85	3%	\$43.11	3%
8 Years	\$41.81	\$43.17	3.25%	\$44.47	3%	\$45.80	3%
25 Years	\$42.53	\$43.91	3.25%	\$45.23	3%	\$46.59	3%

**APPENDIX 4**

**SUPERIOR CONDITIONS**

FORMER LYNDHURST HOSPITAL ONLY:

Previously existing conditions retained as provided for in the O'Shea interest arbitration award dated October 23, 1981 include the following:

- A. (\*6.01) - The initial list shall contain the address of each nurse.
- B. (\*16.02) - Nurses who are not required to work on (a) the above holidays shall be entitled to holiday pay provided they qualify in accordance with the Employment Standards Act.

\*Indicates the clause where the language is found in previous Collective Agreement.

**FORMERLY HILLCREST HOSPITAL AND QUEEN ELIZABETH HOSPITAL ONLY:**

Article 18 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 and subsequent Collective Agreements.

- 18.02 Upon termination (other than those discharged and not reinstated, pursuant to the grievance and arbitration procedures), a nurse shall receive fifty percent (50%) of her unused accumulated sick leave credits, provided she has no less than five (5) years' seniority. Upon retirement or death, a nurse shall receive payout according to the Hospital's policy.
- 18.03 If a nurse's status is altered from full-time to regular part-time, she shall retain her accumulated sick leave credits for utilization while working on a regular part-time basis, or on return to the full-time unit.

Cash out for sick leave credits shall be in accordance with Hospital policy.

**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 (1) Union Representative per unit.

The parties agree to create a Letter Of Understanding that will include the following:

The union agrees to engage in a recruitment drive to enable them to fulfil their obligation at C.01 for the duration of this collective agreement.

### **C.02 Grievance Committee**

The Grievance Committee shall be composed of eight (8) members, 2 members per 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, one of which shall be a part-time member.

### **C.04 Hospital-Association Committee**

The Hospital-Association Committee shall be comprised of up to 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 thirty (30) 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. The Hospital will provide audio/video equipment if it is available in order to facilitate the interview. It is understood that the employee's lunch break will be shortened by 15 minutes as a result.

## **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 two (2) nurses from the same program, shall be absent on such leave at the same time. Exceptions will be considered by the Hospital on a case-by-case basis. The Union will give a minimum of two (2) weeks notice in advance when possible.
  
- E.02 The Hospital agrees to grant leaves of absence requested, in writing, by the individual elected to the position of Local Coordinator, subject to meeting the operational requirements of the Hospital, on the basis that such leaves will be requested as far in advance as possible, normally not less than two (2) weeks in advance, and shall be limited to fulfilling the duties of the position.
  
- E.03
  - (i) The Hospital shall provide the Bargaining Unit President with a paid leave of absence of two (2) days per month for the purpose of conducting Union business. The Bargaining Unit President will notify her manager two (2) weeks in advance of which days will be taken for Union leave. In the absence of the Bargaining Unit President, the Acting President may use the two days in reference.
  
  - (ii) Any request for paid leave beyond two (2) days per month is subject to the following conditions:
    - (A) The hospital is willing to grant such paid leave where operationally feasible.
  
    - (B) Requests for this paid leave must be submitted in writing to the unit manager and Human Resources. A minimum of two weeks notice is required.
  
    - (C) Requests will identify reasons for the paid leave and will not cover individual employee issues that could be addressed by the Union Unit Representative.

**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 calendar days. This clause does not prohibit exchange of shifts by an individual staff that might result in six (6) or more consecutive calendar days following the process described in G.01 (12).
4. No less than two (2) consecutive shifts shall be scheduled off between a change of tours.
5. All nurses will receive at least six(6) consecutive days off at either Christmas or New Year's unless otherwise mutually agreed. Days off at Christmas will include December 24, 25, and 26<sup>th</sup> and New Years will include December 31<sup>st</sup> and January 1<sup>st</sup>, unless otherwise mutually agreed. Days worked at Christmas will include December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>, and at New years will include December 31<sup>st</sup> and January 1<sup>st</sup> unless otherwise mutually agreed.
6. All Nurses will submit requests and availability for Christmas/New Year's season by October 1<sup>st</sup> and confirmed by November 15<sup>th</sup>. 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 shifts, the Hospital will endeavour to schedule at least fifty (50%) percent of the tours on day shift except where the nurse agrees to work a greater percentage of shifts. 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. Continuing education courses, related to nursing practice will be accommodated as follows:

Work schedules not yet finalized will be changed to accommodate continuing education courses depending on the needs of the unit as determined by the Manager.

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. Such request will not be unreasonably denied. Article E applies to requests for Union Leave.

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 casual nurse on duty on the unit with an equitable rotation thereafter at the discretion of the Manager.

G.04 At the discretion of the manager, nurses who do not rotate shifts may be scheduled to work twenty (20) days or more per year on the day shift to contribute to 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 bargaining unit seniority and availability submitted, 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. The Hospital's principles that support staffing consideration for additional tours will be consistently delivered throughout all programs and posted on each unit.

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 within the unit
2. RPTs within the program
3. Casuals within 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. If working such time would result in premium payment, the nurse must indicate this in advance in order to receive the payment.
- Vii) Once the above protocol has been exhausted, any nurse may be contacted.

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

- (1) 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. The sub-committee shall consist of two (2) members each from the Hospital and the union and shall meet as deemed necessary by HAC.

**ARTICLE H – VACATIONS**

- H.01 (a) It is understood and agreed that the Hospital will give every consideration to the nurse's preference as to the planning of her vacation subject to H.01 (iii), In the event of a conflict between nurses, the Hospital will provide bargaining unit seniority, but of necessity, the Hospital will grant vacation on the basis of bargaining unit seniority, but of necessity, the Hospital must reserve the right to the final decision as to the scheduling of vacations.
- H.01 (b) Parties agree to discuss and develop a process for the distribution of prime time vacation on a fair and equitable basis.
  - (i) The Hospital will post summer vacation request lists for the period June 15th to September 15th by February 1st. Employees will submit their written requests for vacation by April 1st. The Hospital will post approved summer vacation request lists by May 15th. If the Hospital cannot approve all requests, the Hospital will grant approval on the basis of seniority within the unit. Any remaining available time for vacation during prime time shall thereafter be considered on a first come first served basis.
  - (ii) Part-time staff who wish to work additional shifts during the summer must submit availability by April 15th.

- (iii) Nurses will submit written vacation requests for times other than summer, 45 days in advance. The Hospital will give a written response indicating approval or denial to the request within two (2) weeks of receipt of the request. Once the Hospital has approved a request, the Hospital and the Nurse will change this approval time only by mutual agreement.
- (iv) Requests for less than five (5) vacation days must be submitted in writing as far in advance as possible and such request will not be unreasonably denied.

- 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.
- H.04 (a) If requested by employee, the Hospital shall schedule the weekend off before and the weekend after a nurse's vacation when the vacation is one week or longer in duration. Such request shall be granted at the discretion of the manager.
- (b) Requests for isolated weekend vacation days will be granted only when other staff are available as replacements and without premium payment being invoked. Such requests will not be unreasonably denied.
- H.05 Nurses requesting a transfer between June and September to another nursing unit will be granted vacation during that time which is compatible with the staffing needs of the receiving patient care 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 (January 1 <sup>st</sup> ) | Civic Holiday                                |
| Family Day (3rd Monday in February)       | Labour Day                                   |
| Good Friday                               | Thanksgiving Day                             |
| Easter Monday                             | Remembrance Day (November 11 <sup>th</sup> ) |
| Victoria Day                              | Christmas Day (December 25 <sup>th</sup> )   |
| Canada Day (July 1st)                     | Boxing Day (December 26 <sup>th</sup> )      |
- 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, which includes electronic means.  
All written correspondence from the hospital to a nurse will be transmitted by registered mail to the last specified address of the nurse, and 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 a uniform allowance of one (\$100) dollars/annum for full-time nurses and prorated for part-time nurses (casuals excluded) payable where uniforms are required.

- 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.
- J.09 (a) The Hospital will provide taxi fare or provide a mileage allowance in accordance with (b) below for travel between sites where Union Representatives fulfilling their obligations under the terms of the Collective Agreement are required to attend meetings with the Employer.
- (b) The Hospital will provide a mileage allowance of \$0.34/km where Union Representatives fulfilling their obligations under the terms of the Collective Agreement use their own vehicles to attend a meeting required by the Employer.
- J.10 The Hospital will notify unsuccessful job applicants in writing prior to posting the name of the successful candidate with a copy to the Union. The employer will submit to the Local President a list of applicants for each job posting.
- J.11 Pursuant to Article 10.07(b), of the Central collective agreement, the Hospital will electronically provide the Union with a list of unfilled previously posted vacancies at least every six (6) months.

#### **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. In the event of discontinuation, the incumbent job sharers shall revert to a regular part-time positions.

**ARTICLE L – WORKPLACE SAFETY & INSURANCE BOARD (WSIB & 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 Workplace Safety & Insurance Board (WSIB), 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.
  - (e) The Local President will be given copies of all "Return to Work Programs"

Include the Memorandum of Understanding: Early & Safe Return to Work

**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 employer, in conjunction with the JOHSC, will immediately and thoroughly investigate all acts and reports of potential/actual violence and forthwith take every precaution reasonable in the circumstances to prevent violence from occurring.
  - (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.
  - (e) The employer will train all new nurses during orientation and all nurses at least annually on the violence policy, program (measures and procedures) and will provide hazard specific training on the risks identified for specific jobs/units.

- (f) Where feasible, the Hospital will provide debriefing and post traumatic counselling for nurses who have suffered as a result of violence. Leave required to attend such debriefing or counselling will be without loss of pay.

**ARTICLE N – MUSCULOSKELETAL INJURY AND PREVENTION CONTROL**

The Hospital in consultation with the Joint Occupational Health and Safety Committee (JOHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices, equipment and training for the health and safety of employees, and review once a year.

Dated at Toronto, Ontario, this 18th day of August, 2008

**TORONTO REHABILITATION INSTITUTE**

**ONTARIO NURSES' ASSOCIATION**

FOR THE EMPLOYER

FOR THE UNION

Hyacinth James  
Director of Human Resources

Karen Todkill  
Labour Relations Officer

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Sandra Bearzot  
Bargaining Unit President

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**MEMORANDUM OF UNDERSTANDING**

Between

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

And

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

**RE: LYN DHURST 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 18th day of August, 2008.

**FOR THE EMPLOYER**

Hyacinth James  
Director of Human Resources

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**FOR THE UNION**

Karen Todkill  
Labour Relations Officer

Sandra Bearzot  
Bargaining Unit President  
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And

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

The parties acknowledge that Article B (16.02) of the previous Lyndhurst collective agreement , as reflected in the Superior Conditions Appendix, is applicable to the following individuals only:

Linda Napier  
Ed Chan

Dated at Toronto, Ontario, this 18th day of August, 2008.

FOR THE EMPLOYER

Hyacinth James  
Director of Human Resources

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FOR THE UNION

Karen Todkill  
Labour Relations Officer

Sandra Bearzot  
Bargaining Unit President

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**MEMORANDUM OF UNDERSTANDING**

Between

**TORONTO REHABILITATION INSTITUTE**  
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And

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

**RE: UNION OFFICE SPACE AND ACCESS TO PHOTOCOPIER**

The Hospital will provide an office for use by the Union to be located at the E.W. Bickle Centre. Such furnishings and file cabinets as available, will be provided by the Hospital for use at the discretion of the Union. A telephone extension will be provided and the parties will develop a procedure for reimbursement of phone charges.

It is further agreed that the Hospital will provide the Union with access to a photocopier located at each site and the parties will develop a procedure for reimbursement of photocopier charges.

Dated at Toronto, Ontario, this 18th day of August, 2008.

**FOR THE EMPLOYER**

Hyacinth James  
Director of Human Resources

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**FOR THE UNION**

Karen Todkill  
Labour Relations Officer

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

**RE: REGARDING MASTER SCHEDULES**

The parties agree to form a scheduling committee to review master schedules in accordance with the following principles:

- (a) Subject to G.04, nurses who currently do not rotate shifts will not be required to do so without the his/her express written consent so long as he/she remains in his/her current position.
- (b) When vacancy occurs it can be changed from a permanent shift to a rotating shift.
- (c) For new hires and those currently working rotating shifts consideration will be given to permanent shifts on consideration of individual circumstances (to be reviewed on a six month basis), taking into account the following:

Accommodation under the Human Rights Code supported by medical documentation

Child care/elder care responsibilities

Education/Professional development

Patient care needs

Other relevant factors

The Committee will work toward solutions to difficulties being experienced by the Hospital in recruitment and in scheduling short term replacements for nurses on leave.

G.04 will remain as found in the current collective agreement.

Dated at Toronto, Ontario, this 18th day of August, 2008.

**FOR THE EMPLOYER**

Hyacinth James  
Director of Human Resources

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**FOR THE UNION**

Karen Todkill  
Labour Relations Officer

Sandra Bearzot  
Bargaining Unit President

**MEMORANDUM OF UNDERSTANDING**

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

Re: Workplace Diversity

The parties will meet within sixty (60) days of signing the Collective Agreement to develop a process for educating employees on the benefits of workplace diversity

Dated at Toronto, Ontario, this 18th day of August, 2008.

FOR THE EMPLOYER

FOR THE UNION

Hyacinth James  
Director of Human Resources

Karen Todkill  
Labour Relations Officer

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Sandra Bearzot  
Bargaining Unit President

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**MEMORANDUM OF UNDERSTANDING**

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Pursuant to Article 13 of the Central Collective Agreement, the parties agree to implement the following scheduling provisions:

Extended Tours

- a. Extended tours shall be defined as per Central Collective Agreement Article 13.02
- b. In order for a nurse to be considered "working extended tours," s/he shall normally work an average of more than 4 extended tours in each 2-week period. That averaging shall be over a mutually agreed-to period, and posted on each unit. The agreement concerning averaging of tours may be subject to continuing approval from the Director of the Employment Standards Branch.
- c. Nurses will not be required to work more than four (4) consecutive twelve (12) hour tours. Nurses shall be paid a premium pay for the fifth (5th) and subsequent day until a day off is scheduled.
- d. Full-time nurses who work extended tours and rotate shifts will have twelve (12) hours scheduled off between tours and a minimum of forty-eight (48) hours after working night duty, unless otherwise mutually agreed. Overtime shall not apply for the purposes of this article.
- e. No split shifts.
- f. For nurses who work extended tours, a weekend shall be defined as fifty-six (56) hours off work during the period following the completion of the extended tour day shift on Friday until the commencement of the day shift on Monday. For extended tours, G.01 (10) shall not apply.
- g. A meal period will be provided as per Article 13.02 in the Central Collective Agreement.

- h. The overtime provisions at Article 14.01 of the Central Collective Agreement shall apply, subject to the following: where Article 14.01 refers to 7.5 paid hours, this should read 11.25 paid hours for extended tours. For nurses working extended tours, overtime shall be paid at the rate of time and one-half (1 1/2) the nurses' regular straight time hourly rate for all work performed in excess of 11.25 paid hours in a twenty-four (24) hour period subject to Article 14.01 Central Collective Agreement
- i. Article G .01 (4) of the Local Collective Agreement shall not apply to Extended Tours except for the following situation. Where part-time nurses who do not normally work extended tours but accept extended tours as additional shifts, G.01 (4) shall apply. Specifically for change of tours in this situation, premium pay shall apply at the rate of one and one-half (1 1/2) the nurses regular straight rate if less than two (2) consecutive normal shifts is scheduled off between change of tours.
- j. For the purpose of paying the weekend premium referred to in Article 14.15 of the Central Collective Agreement, the weekend is defined as follows:
  - Commencing at 2300 hours Friday and concluding forty-eight (48) hours later on Sunday at 2300 hours; Or
  - Other forty-eight (48) hour period determined by the programs and will be posted;
  - This clause does not apply to what is considered the definition of a weekend for the purpose of scheduling time off on weekends.
- k. For the purpose of paying the shift premium referred to in Article 14.10 of the Central Collective Agreement for extended tours, shift premium will be paid as per hours worked during the defined periods of evening shift and night shift as per normal tours.
- l. Request for three (3) or less vacation days by nurses working extended tours shall be submitted in writing as far in advance as possible.
- m. Nurses who are normally scheduled to work day/night extended tours may be scheduled to work either a normal day tour or normal night tour to complete their rotation.
- n. Nurses who are normally scheduled to work only extended day tours may be scheduled to work either a normal day tour or a normal evening tour to complete their rotation.

#### Combination of Extended and Normal Tours

- o. Rotations shall be considered to be a "combination of extended and normal tours" if they meet the following criteria:
  - at least two (2) extended tours in a two-week period; and
  - no more than four (4) extended tours in a two-week period; and
  - are seventy-five hours in a two-week period.

- p. For nurses working a “combination of extended and normal tours” rotation, the collective agreement provisions regarding extended tours shall apply, except for article G.01 (10) of the local agreement, which shall not apply. Article G.01 (4) will only apply between a normal tour and normal tour.

Innovative Scheduling

- q The parties agree in principle that if an evening shift is to be scheduled before a weekend off, the next scheduled shift will be evening on Monday. The Friday evening schedule before a weekend off shall not be scheduled on normal basis.
- r Where requested in writing by a nurse, the parties by mutual agreement may develop a schedule that will include a night/evening rotation. In the event that the nurse who requested the rotation leaves the position, it will revert back to day/evening or day/night rotation at the discretion of the manager.
- s If mutually agreed, nurses may be scheduled to work tours that are averaged over two or more weeks. This Agreement concerning averaging of tours may be subject to continuing approval from the Director of the Employment Standards Branch.
- t Notwithstanding G.01, it is understood that employees may approach their Manager to request to work 2 weekends out of 4 without premium pay. Such requests will be considered under the Innovative Unit Scheduling language of article 13.03 of the central agreement.

All references to “700 hours,” “1900 hours” or “2300 hours” shall be adjusted as is appropriate so as to accord with shift change times that are unique to a specific program or unit.

Dated at Toronto, Ontario, this 18th day of August, 2008.

FOR THE EMPLOYER

Hyacinth James  
Director of Human Resources

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FOR THE UNION

Karen Todkill  
Labour Relations Officer

Sandra Bearzot  
Bargaining Unit President

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**MEMORANDUM OF UNDERSTANDING**

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

Re: Early and Safe Return to Work

As the Hospital and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful to them and valuable to the Hospital, and to meeting the parties' responsibilities under the law, it is agreed that the Hospital and the Union will meet in order to discuss and agree to a process for early and safe return to work of disabled employees (including those on LTD and those whose injuries are non work-related), that recognizes the following principles:

- Co-operation in facilitating the return to work of disabled employees
- On-going and timely communication by all participants in the process is essential to the success of the process
- Sharing of information that is necessary for all participants to participate fully in the process
- Both the Hospital and the Union have a responsibility for educating disabled employees on the return to work process
- Within 60 days the parties will meet and develop an early and safe return to work process for disabled employees on non-work related, LTD and occupational situations:

The Hospital and the Union will meet within six (6) months of signing this Agreement for the purpose of reviewing the process that is established.

Dated at Toronto, Ontario, this 18th day of August, 2008.

FOR THE EMPLOYER

Hyacinth James  
Director of Human Resources

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FOR THE UNION

Karen Todkill  
Labour Relations Officer

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