

**LOCAL ISSUES**

Between:

**MOUNT SINAI HOSPITAL**  
(Hereinafter referred to as the "Hospital")

And:

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

**Expiry: March 31, 2023**

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**APPENDIX 3 – SALARY SCHEDULE****REGISTERED NURSE**

REGISTERED NURSE  
 CLINICAL ASSISTANT  
 CLINIC NURSE  
 SENIOR CLINICAL ASSISTANT  
 CLINICAL CASE COORDINATOR  
 NURSE COORDINATOR

<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$33.90	\$34.24
1 Year	\$34.06	\$34.40
2 Years	\$34.62	\$34.97
3 Years	\$36.34	\$36.70
4 Years	\$38.05	\$38.43
5 Years	\$40.19	\$40.59
6 Years	\$42.36	\$42.78
7 Years	\$44.52	\$44.97
8 Years	\$47.69	\$48.17
25 Years	\$48.53	\$49.02

It is understood and agreed that the part-time nurses' hourly rate in this Agreement does not include the percentage in lieu of fringe benefits and it will not be included for the purpose of computing any premium or overtime payments.

**ARTICLE A – RECOGNITION & DEFINITIONS**

- A.1 The Hospital recognizes the Association as the exclusive bargaining agent for all Registered and Graduate Nurses employed by the Hospital in the Municipality of Metropolitan Toronto, engaged in nursing care, save and except Nursing Manager and Assistant Supervisors, and persons above the rank of Nursing Manager and Assistant Supervisor.
- A.2 The word “nurses” when used throughout this Agreement shall mean persons included in the above-described bargaining unit and excludes nurses from employment agencies.

**ARTICLE B – RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS**

- B.1 The Association recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and without restricting the generality of the foregoing the Association acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that a nurse has been discharged, suspended or otherwise disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) determine in the interest of efficient operation and highest standard of service job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
  - (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, the services to be performed and the methods, procedures and equipment in connection therewith;
  - (e) generally to operate the Hospital in a manner consistent with the obligations of the Hospital to the general public;
  - (f) 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.
- B.2 These rights shall be exercised in a manner consistent with the provisions of this Agreement.

## **ARTICLE C - ASSOCIATION REPRESENTATION**

### C.1 Union Representative

There will be twenty-five (25) Union Representatives which include acting representatives appointed on a temporary basis.

The Union agrees to provide the Hospital with an updated list of Union Representatives on a semi-annual basis.

The parties will discuss additional representation in the event that new floors are opened.

### C.2 Negotiating Committee

The Hospital will recognize five (5) members on the Negotiating Committee. At least one of these members will be part-time.

### C.3 Grievance Committee

The Hospital will recognize four (4) nurses from the local Bargaining Unit as Grievance Committee members provided not more than three (3) nurses attend any function.

### C.4 Association-Hospital Committee

There shall be up to six (6) representatives of each of the parties on the Association-Hospital Committee. A standing item on the agenda for each meeting will be what payments, if any, is required under Article 6.03(e).

### C.5 Professional Development Committee

There will be at least seven (7) Association representatives on the Professional Development Committee from across different clinical programs elected by the Association membership through a process determined by the Hospital in collaboration with the Association (see article 9.02).

C.6 A forty-five (45) minute period during which the Association can communicate confidentially with new members will be scheduled during the Hospital's regular general orientation session. The Hospital shall provide the Association, at least three (3) days in advance with the known names of the nurses who will be attending the interview. The Hospital shall also provide the Association with the classification, date of hire and area assigned for each newly hired nurse.

## **ARTICLE D - HOURS OF WORK**

D.1 (a) Nurses working a full tour will have their breaks scheduled in each half (1/2) of the tour, subject to the exigencies of patient care and unless the nurse requests otherwise. This also applies to extended tours on the basis of one (1) break normally scheduled in each third (1/3) of the tour. Nurses will not be permitted to take their breaks at the beginning or immediately prior to

the end of their shift unless approved prior to the start of the shift in writing by the Nurse Manager. A nurse shall be able to take a break away from the work area.

- (b) If the Hospital decides to create a new tour, it will advise the Association in advance, and meet with the Association to discuss the matter if the Association so requests. A vote among the nurses involved may be conducted to canvass their opinion.

## D.2 Scheduling Objectives:

Objectives in the formulation of working schedules have been left to local arrangements between a Nursing Manager and those reporting to the Nurse Manager. These local arrangements are to permit flexibility by encouraging individual responsibility. As a guide to the type of scheduling arrangement which the Hospital will maintain and follow, the parties set out below standard objectives, recognizing that the Hospital may not always be able to attain these objectives and that their attainment may be varied with the consent of those concerned.

These provisions apply to both the normal tour and the extended tour.

- (a) Schedules will be posted no less than twenty-eight (28) calendar days in advance. The current posted schedule will be available to all staff at all times.

Requests for specific shifts, days off or other scheduling requests shall be submitted in writing to the Nursing Manager/designate at least two (2) weeks prior to the posting of the schedule.

- (b) Master schedules will be developed, as required, for full-time employees in all areas except where self-scheduling exists and for those regular part-time nurses who currently work on a master schedule. The length of the master schedule for each area will be determined by the Hospital but will be no less than twelve (12) calendar weeks. Master schedules will be adhered to unless amended by virtue of staffing requirements.
- (c) Where a line becomes vacant, it shall be offered to staff nurses in that unit on a seniority basis, as long as there remains sufficient experienced nurses on the remaining lines. This decision will be at the discretion of the Nursing Manager, based on the operational needs of the nursing unit.
- (d) a nurse may not be required to change tours of duty more than once during a work week; a week shall mean Sunday to Saturday.
- (e) no split shifts;
- (f) Full-time nurses will not be scheduled to work single tours and the Hospital will endeavor not to schedule regular Part-time nurses for single tours unless mutually agreeable.

- (g) Subject to Article D.1, the Employer will endeavour to schedule so that one half of the nurses' tours are day tours. When this is not possible, the nurses in the unit who rotate 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.
- (h) A nurse who normally rotates shall not be required to work more than two (2) consecutive weeks on either of the evening or night tours without being scheduled for a period of day tours.
- (i) Where there are to be changes to a master schedule which are within the above objectives such changes shall be discussed with the Association prior to their introduction.

Where there are to be new schedules or alterations in existing schedules contemplated, that fall outside the above objectives, the Hospital will advise the Association prior to their introduction. Should the Association have any concerns with respect to such schedules, the Hospital will consider such concerns.

Prior to implementing changes to the master schedule there must be a minimum "yes" vote of eighty (80%) percent from the votes cast by the full time employees. A "yes" vote will provide for an immediate implementation.

Regular part-time nurses that would be regularly affected by the change to the master schedule would also be eligible to vote. There must be a separate "yes" vote of eighty (80%) percent from those regular part-time who are eligible to vote in order for the new master to also apply to regular part-time.

Where two (2) part-time employees share a full-time position in a job sharing arrangement, the regular part-time employees in the job sharing arrangement will be entitled to one (1) vote.

Where a master rotation schedule is changed pursuant to the above, individual schedule rotations will be awarded on the basis of seniority. Where the master rotation contains a job sharing arrangement, the seniority of the two regular part-time employees sharing the full-time position will be added together and divided by two (2) to determine the seniority to be used for the awarding of the rotations.

- (j) 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 mutually agreed. Overtime and hours worked on stand-by are not counted for the purposes of this article.
- (k) When scheduled to work a weekend, the nurse must provide total availability of at least fifty-six (56) consecutive hours between 1530 hours Friday (2330 hours if extended tours) and 0730 hours Monday. The nurse will then be scheduled to work as required in accordance with the needs of the unit and the other scheduling provisions of the collective agreement.

(I) Scheduling Committee

There will be a Scheduling Committee composed of two (2) ONA members and two (2) Hospital Representatives.

The Committee will meet on a minimum of every four (4) months. Upon mutual agreement by the parties, ad hoc meetings can be scheduled as necessary.

Proposed Master Schedules are to be provided to the Scheduling Committee at least eight (8) weeks in advance of the implementation of any changes in Unit scheduling practices.

Each unit will provide a copy of their current master rotation to the Scheduling Committee and Bargaining Unit President by January 31<sup>st</sup> of each year and any new or revised master rotations following January 31<sup>st</sup> of each year.

The purpose of this committee will be:

- (a) to act in an advisory capacity and assist in resolution of scheduling concerns;
- (b) to review all new master schedules and to ensure compliance with the Collective Agreement;
- (c) to provide suggestions to minimize Agency usage;
- (d) to provide advice regarding the scheduling of part-time nurses.

D.3 Normal Tour (7.5 hours)

- (a) at least every third weekend off;
- (b) no less than two (2) consecutive tours shall be scheduled off between tour changes without consent. A nurse will be scheduled at least two (2) consecutive days off after working night duty;
- (c) a nurse will be scheduled off at least six (6) days in any three (3) week period including at least two periods of two (2) consecutive days off and a minimum of single days;
- (d) (i) a nurse who works on rotation will be scheduled off work for at least five (5) consecutive days at either Christmas or New Year's season except in areas where nurses are not normally required to work on weekends and paid holidays. Scheduled consecutive days off work at Christmas will include the evening tour on December 24<sup>th</sup>, December 25<sup>th</sup> and December 26<sup>th</sup> and scheduled consecutive days off at New Year's will include the night tour on December 30<sup>th</sup>, December 31<sup>st</sup> and January 1<sup>st</sup>.

A nurse will not be scheduled to work two consecutive Christmas' or two consecutive New Year's without their consent.

- (ii) The Hospital shall post a notice/request list from September 1<sup>st</sup> to September 30<sup>th</sup>. The Christmas/New Year's schedule shall be posted by October 30<sup>th</sup>. In case of conflict, the Hospital shall grant requests on a seniority basis.
- (e) Nurses will not be scheduled to work more than seven (7) consecutive tours. A nurse will be scheduled two (2) consecutive days off after working seven (7) consecutive tours. Where a nurse is scheduled to work in excess of seven (7) consecutive tours, they shall receive premium payment for each tour in excess of the seven (7) tours in accordance with Article 14.03.
- (f) Nurses who have been granted permanent night or evening tours will not be rotated except by mutual consent or when the Hospital requires same to meet reasonable Hospital staffing requirements and for the purpose of evaluation and/or education. Each nurse on a permanent shift may be required to do a tour of duty on days, for in-service requirements and evaluation every six (6) months, not to exceed three (3) weeks in each six (6) month period.
- (g) The above scheduling objectives may not apply from December 15<sup>th</sup> to January 15<sup>th</sup>. However, a nurse will be scheduled off for at least two (2) days if they have completed seven (7) consecutive tours.
- (h) A nurse will receive premium payment in accordance with Article 14.03 for all hours worked on a third (3<sup>rd</sup>) and subsequent consecutive 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 the result of an exchange of tours with another nurse.
- (i) A weekend will include at least fifty-six (56) consecutive hours off work between 1530 hours Friday and 0730 hours Monday.

The Hospital will review the nursing schedules with a view to having a weekend off commence at the conclusion of the day tour on Friday.

#### D.4

- (A) Extended Tour
  - (a) at least every second weekend off for a minimum of four (4) days off;
  - (b) nurses will not be required to work more than four (4) consecutive twelve (12) hour tours.
  - (c) the above scheduling objectives may not apply from December 15<sup>th</sup> to January 15<sup>th</sup>. However, a nurse will be scheduled off for at least

two (2) days if they have completed a block of more than two (2) extended night tours during this period.

- (d) The introduction of extended tours will be implemented at six (6) month intervals where eighty (80%) percent of the nurses involved so request. Thereafter, discontinuance of extended tours will be implemented at subsequent six (6) month intervals, where eighty (80%) percent of the nurses involved so request.
- (e) The Hospital shall post a notice/request list from September 1<sup>st</sup> to September 30<sup>th</sup>. The Christmas/New Year's schedule shall be posted by October 30<sup>th</sup>. In case of conflict, the Hospital shall grant requests on a seniority basis.
- (f) Nurses who have been granted permanent night tours will not be rotated except by mutual consent or in order to meet reasonable Hospital staffing requirements and for the purpose of evaluation and/or education. Where nurses are assigned to shift they may request a permanent assignment to night tour or short tour if available and the Hospital will grant such requests. A short tour is defined as a tour of fewer hours than an extended tour. Should the nurse or the Hospital find it necessary to reverse this decision, either party may do so with four (4) weeks' notice.
- (g) A nurse will receive premium payment in accordance with Article 14.03 for all hours worked on a second (2<sup>nd</sup>) and subsequent consecutive weekends 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 the result of an exchange of tours with another nurse.
- (h) For the purposes of the extended (12 hour) shift, a weekend will include at least fifty-six (56) consecutive hours off work between 2330 hours Friday and 0730 hours Monday.

The Hospital will review the nursing schedules with a view to having a weekend off commence at the conclusion of the day tour on Friday.

- (i) A nurse who works on rotation will be scheduled off work for at least one hundred and twenty (120) consecutive hours at either Christmas or New Year's season except in areas where nurses are not normally required to work on weekends and paid holidays. Scheduled consecutive days off work at Christmas will include all scheduled shifts that end after 1930 hours on December 24<sup>th</sup>, December 25<sup>th</sup> and December 26<sup>th</sup> and the Hospital will endeavour to include the day tour on December 24<sup>th</sup>. Scheduled consecutive

days off at New Year's will include the night tour on December 30<sup>th</sup>, December 31<sup>st</sup> and January 1<sup>st</sup>;

A nurse will not be scheduled to work two consecutive Christmases or two consecutive New Year's without their consent.

- (j) A nurse may waive the right to a minimum of four (4) days off as stated in the Article D.4 (a) by providing a written request with an effective date to their NUA to this effect. The nurse may discontinue this waiver by providing their NUA with two (2) week's written notice prior to the date the next schedule will be posted.

(B) 2D 2N Extended Tour

- (a) When the Hospital and the Union agree, the 2D 2N extended tour schedule may be instituted when eighty (80%) percent of the employees on a particular nursing unit have so indicated by secret ballot. For employees who indicate to their Nursing Manager that they do not wish to work extended tours, the Hospital will endeavour to schedule these nurses on a normal shift rotation.
- (b) When less than eighty (80%) percent of the staff on a particular nursing unit vote, as outlined in paragraph 1, in favour of the 2D 2N extended tour schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination 2D 2N extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular Unit.
- (c) The eighty (80%) percent figure above may be varied by mutual agreement between the parties.
- (d) The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to in paragraph 1.
- (e) At any meeting with the Employer to discuss the 2D 2N schedule, a member of the Local executive should be in attendance.
- (f) The parties agree that no nurses, whether currently working on staff, or newly hired, will be required to work this schedule. Any nurse wishing to opt out of the present rotation will be required to give the Hospital eight (8) week's written notice.
- (g) The 2D 2N schedule may be discontinued in any unit when:
  - (i) eighty (80%) percent of the nurses in a unit so indicate by secret ballot; or
  - (ii) the Hospital decides to do so because of:
    - A) adverse effects on patient care, or
    - B) inability to provide a workable staffing schedule, or

- C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule;
  - (iii) When notice of discontinuance is given by either party in accordance with number (ii) above, then:
    - A) the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and
    - B) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended;
  - iv) The Local Association will be informed of the results of the secret ballot within seven (7) days.
- (h) The scheduling provisions contained in Articles D.2 and D.4 (A) are applicable except as modified by the following:
  - (i) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth (5<sup>th</sup>) and subsequent day until a day off is scheduled save and except where the fifth (5<sup>th</sup>) and subsequent day is worked as the result of an exchange of shifts with another employee. Any such exchanges of shifts will not cause the employee to be in violation of the Employment Standards Act, 2000 (ESA).
  - (ii) Employees shall receive every fourth (4<sup>th</sup>) weekend off, which shall consist of six (6) consecutive extended tours, which shall commence no later than 1930 hours Friday.
 

An employee will receive premium pay as defined in Article 14 for all hours worked on a fourth (4<sup>th</sup>) consecutive and subsequent consecutive weekend until a weekend is scheduled off, save and except where:

    - A) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
    - B) Such employee has requested weekend work; or
    - C) Such weekend is worked as the result of an exchange of shifts with another employee.
  - (iii) All schedules will be done on the basis that each full-time employee will be scheduled for 1950 hours per year.

- (iv) The parties agree that any of the 1950 hours may be drawn from the nurse's vacation entitlements, lieu banks, association leave, committee hours and education hours with mutual agreement between management and the nurse.

## D.5

Ten (10) Hour Tours

- (a) The introduction of a ten (10) hour tour will be implemented at six (6) months intervals where eighty (80) percent of the nurses involved so request.
- (b) The Hospital will agree to implement the ten (10) hour shift as long as it meets staffing requirements. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (c) Discontinuance of the ten (10) hour shift will be implemented at subsequent six (6) month intervals, where eighty (80) percent of the nurses involved so request.

OR

By the Hospital because of

- i) adverse effects on patient care,
  - ii) inability to provide a workable staffing schedule,
  - iii) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the ten (10) hour tours in the schedule.
- (d) When notice of discontinuation is given by either party in accordance with the above, then:
    - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
    - ii) Where it is determined that the ten (10) hour tour will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.
  - (e)
    - i) For nurses working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37½) minutes of unpaid meal time.
    - ii) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37 1/2) minutes.
  - (f) The Hospital shall schedule nurses on the ten (10) hour tour every second weekend off. Should the nurse work the second weekend, they will be paid

in accordance with Article 14.03 for the second and subsequent weekend worked until a weekend off is scheduled except where:

- i) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse, or
  - ii) such nurse has requested weekend work, or
  - iii) such weekend worked is the result of an exchange of tours with another nurse.
- (g) Nurses shall not be scheduled to work more than four (4) consecutive 9.375 hour tours. Should a nurse work more than four (4) consecutive tours, they shall be paid in accordance with Article 14.03 for all hours worked on the fifth and subsequent tours until time off is scheduled.
- (h) Requests for change of scheduled working hours shall be done in accordance with D.10.
- (i) Overtime (Subject to Article 14)
- For nurses working ten (10) hour 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 9.375 paid hours in a twenty-four (24) hour period.
- (j) Paid Holidays
- A nurse working ten (10) hour tours shall be paid as per Article 15.

#### D.6

##### Tours Under 7.5 Hours

Where a nurse(s) is scheduled to work less than a normal tour (7.5 hours), Article D in its entirety applies except as amended by the following:

- (a) No nurse will be required to work less than 7.5 hours (short tours) without their consent or request.
- (b) The Hospital will endeavour to keep the number of tours comprised of less than seven and one half hours (7.5 hours) to a minimum (or to a reasonable level)
- (c) No part-time nurse will be scheduled solely on tours which are comprised of less than seven and half hours (7.5 hours) in any pay period, except where such arrangements are requested by the nurse;
- (d) For nurses working tours of less than 7.5 hours, no more than seven (7) shifts in a row shall be scheduled. If a nurse is required to work on an eighth (8<sup>th</sup>) consecutive and subsequent tour, then they will receive premium payment for each shift so worked until a day off is scheduled, unless such schedule is mutually agreed upon.

D.7 (A) Regular Part-time Commitment

Regular part-time nurses must be available to work on the following basis:

- (a) to be available to work, if required, fifty-two (52) weeks per year minus the number of days of vacation time the individual nurse is entitled to and does take as well as any approved leaves of absences. The annual vacation entitlement is based on the amount of part-time vacation pay the nurse is receiving (see article 16.06).
- (b) to regularly rotate on at least two (2) shifts and work extended tours as required. Nurses who are not currently required to rotate or work extended tours will not be required to do so without prior consultation with the Union.
- (c) to work, if required, forty-five (45) hours per pay period. Nurses currently prescheduled for less than forty-five (45) hours on a regular basis will not be required to commit to additional hours without prior consultation with the Union.
- (d) to be available to work either the Christmas or New Year's period. A nurse will not be scheduled to work two consecutive Christmas' or two consecutive New Year's without their consent.

In the event that the schedule can accommodate one or more nurses having both Christmas and New Year's off, requests for this will be determined based on seniority. Nurses who are scheduled off both holidays are guaranteed 3 consecutive days off over each holiday period.

Requests to work the same holiday consecutive years will be determined by seniority, as long as approval does not prevent another nurse from being scheduled off alternative holidays each year.

- (e) Nurses who have committed to working forty-five (45) hours per pay period must be available to work fifty (50%) percent of the remaining paid holidays except when the department does not work paid holidays. All other regular part-time nurses must be available to work three (3) of the remaining paid holidays if required.
- (f) Nurses who have committed to working forty-five (45) hours per pay period must be available as required to work fifty (50%) percent of the weekends except when the department does not work weekends. All other regular part-time nurses must be available to work thirty three (33%) percent of the weekends if required.
- (g) The Nursing Manager will advise nurses who are not meeting the regular part-time commitment of the need to immediately do so.

(B) Job Sharing

The Hospital agrees that all Registered Nurse “Job Sharing” bargaining unit positions are classified as regular part-time. Job Sharing is defined as a voluntary work arrangement in which two nurses hold responsibility for what was formerly one full-time position.

When 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:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharers shall equal one full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two nurses and the Nursing Manager. It is expected that the division of the hours will remain constant as determined by the mutual agreement, and is changed only after mutual agreement between the two nurses and the Nursing Manager. The total committed hours to the job sharers is the equivalent of one full-time position.
- (c) Following the decision regarding the division of the hours of the full-time line, the two job sharers will be notified of who their job sharing partner is (this will include any changes in partners as they occur). The two job sharers will mutually select the shifts each will work for each schedule. This may be done by a standing distribution or may be altered with each posted schedule. If the selection of shifts will vary from schedule to schedule, the two nurses need to inform the Nursing Manager of their selected shifts within one week of the posting of the schedule.
- (d) The above schedules shall conform with the scheduling provisions of the Collective Agreement.
- (e) Each job sharer may exchange shifts with their partner, as well as with other nurses as provided by the Collective Agreement. 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 will be required to work.
- (f) The Nursing Manager will be able to require that each job sharer work some day shifts for the purpose of education, performance appraisal and professional development activities.
- (g) Coverage for Illness, Vacation, LOAs
  - i) For incidental illness job sharers partners will endeavour to replace each other. If one cannot cover the other, the Nursing Manager must be notified in the usual manner to book coverage.

- ii) While job sharers are not required to cover for their partner in the case of unplanned prolonged or extended absences, for vacations the job sharers will first make every effort to replace each other. If, because of unavoidable circumstances, one cannot cover the other the Nurse Manager or designate must be notified for coverage. Job sharers' vacation shall not be counted in any vacation quota established for the unit.
  - iii) Pregnancy and other Leaves of Absences: In the event that one member of the job sharing arrangement goes on a leave of absence, the coverage will be negotiated with the Nursing Manager and it is expected that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
- (h) 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.
  - (i) If a request to job share is agreed to by the employer, the incumbent full-time nurse wishing to share their position may do so without having their 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.
  - (j) If one of the job sharers leaves the arrangement, their 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 revert into an available part-time position for which the nurse is qualified. If the nurse does not continue full-time, the position must be posted in accordance with the Collective Agreement.
  - (k) Discontinuation: Either the Hospital or the Association 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 discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.
  - (l) A copy of the names, unit, and the full-time line that has been converted to a job sharing arrangement will be provided to the Local, ONA, Manager and Human Resources.

## D.8

### Scheduling

- (a) 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. The hospital will endeavour to utilize casuals on a fair and equitable basis, according to their availability and the needs of the unit.

- (b) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:
- (i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital;
  - (ii) A tour will be deemed to be offered whenever a call is placed;
  - (iii) It is understood that the Hospital will not be required to offer tours which would result in overtime or weekend premium pay;
  - (iv) When a regular part-time nurse accepts an additional tour, they must report for that tour unless arrangements satisfactory to the Hospital are made.

Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing Hospital practice.

#### D.9 Casual Availability

- (a) Casual nurses will declare, on a bi-weekly basis, first and foremost their availability to work on their home unit on specified days and shifts for the next four (4) week period.
- (b) Casual part-time nurses who, after declaring themselves available for work are no longer available to work shall notify the Hospital as soon as the change in circumstances occurs.
- (c) A casual nurse no longer available to work an accepted shift is responsible for arranging their own replacement, unless the unavailability is for personal health reasons or an emergency situation acceptable to the Hospital.
- (d) Casual nurses will declare their availability in the manner prescribed by the Hospital and will also provide their availability via email to the Nursing Manager and designate. This will include the number of desired shifts the nurse wishes to pick up within the pay period.

#### D.10 Changes to Posted Schedules

A request for changes in posted time schedules must be submitted in writing and co-signed by a nurse to exchange days off or tours, in the manner prescribed by the individual unit. The Nursing Manager or designate shall respond to such request within seven (7) days of the request.

The exchange of a shift(s) between employees shall not result in overtime payment or other additional premiums.

D.11 Standby

- (a) The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.
- (b) Standby assignments will be posted at least two (2) weeks in advance of the beginning of the tours of duty schedule.
- (c) The Hospital will make available the equivalent of one (1) room (with bed, shower and bathroom facilities) for nurses scheduled for standby.
- (d) Standby schedules will not be reassigned without advising the nurse whose schedule is being changed.
- (e)
  - i) Where an employee has been called in from standby and worked the hours after 2400 hours, such employee will not be required to work the day shift unless they do so by mutual agreement between the employee and Hospital. Should the employee choose not to work the day shift, they shall be permitted leave with pay.
  - ii) When an employee is called in from standby, the Hospital will not require the employee to return to regular duties without ten (10) hours of time off. Where such time off extends into the employee's next regular scheduled shift, they will maintain their regular earnings, seniority and service for that full shift.
- (f)
  - i) A full-time employee will not be scheduled for standby on a scheduled day off or a scheduled weekend off, unless mutually agreed between the employee and the Hospital. Notwithstanding the above, nurses in the operating room and PACU may be required to be scheduled on standby up to twenty-five (25%) of weekends not regularly scheduled.
  - ii) When a full-time or part-time employee is scheduled for standby on a weekend, they are considered to be working the weekend if they are called back or consulted by phone during the standby period.
- (g) There shall be equal distribution of standby duty amongst full-time employees with the option to exchange with the permission of the Nursing Manager or designate, which permission shall not be unreasonably withheld.

There shall be equal distribution of standby duty amongst regular part-time employees with the option to exchange with the permission of the Nursing Manager or designate, which permission shall not be unreasonably withheld.

The Employer will endeavour to distribute standby duty equally between regular part-time and full-time employees.

There shall be equal distribution of standby duty amongst casual nurses who volunteer for such duty.

- (h) The Hospital will provide a long-range pager to nurses prior to each of their scheduled standby assignments. Nurses will return the pager to their Nursing Manager or designate, no later than their first scheduled shift after each of their standby assignments end.

A nurse required to return to work while on standby, must report to the Hospital within forty-five (45) minutes of being called in.

A nurse shall not be assigned to be on standby for more than three (3) consecutive calendar days unless by mutual agreement.

- (j) Further to Article 14.13, if the nurse does not use the maximum mileage allowance payable, the difference will be paid as a parking cost allowance.

- (k) Telephone Consultations

The parties agree that a nurse required to provide a patient(s) with a telephone consultation while assigned to standby duty shall be entitled to premium pay (paid at time and a half) for the cumulative hours per pay period spent providing these telephone consultations. In order to receive payment the nurse must provide their Nursing Manager/designate, within seven (7) calendar days of the pay period ending date, with written details of the telephone consultations including date, start and end time, patient's name and summary of advice/direction given. The cumulative time spent must exceed fifteen (15) minutes per pay period in order for any payment to be made.

#### D.12

##### Lieu Banks

Compensating time off for nurses as provided for in Article 14.09 (in lieu of overtime) may be taken at a mutually agreeable time.

Where a nurse chooses equivalent time off they may accumulate such time up to a maximum of one hundred and twelve and a half (112.5) hours. If time off is not scheduled, then any overtime hours beyond the one hundred and twelve and a half (112.5) hours will be paid the pay period in which these additional overtime hours are worked. Notwithstanding the above, all time off must be taken by the second to last full pay period each fiscal (April 1 to March 31) year for overtime hours worked in that fiscal year or it will automatically be paid out the last pay period of the fiscal year.

A nurse who wants to request a payout of some or all of the lieu bank prior to the annual end of March payout must submit to their Nursing Manager or designate a completed request form at least eight (8) calendar days prior to payday. The requested monies will then be included with the next regular deposit.

NOTE: The parties agree that the above also applies to regular part-time.

#### D.13

##### Shift and Weekend Premium

In accordance with Article 14.10 the current normal hours of the shifts are:

Day shift = 0730 to 1530 hours

Evening shift = 1530 to 2330 hours  
 Night shift = 2330 to 0730 hours

In accordance with Article 14.15 weekend premium applies for hours worked between 2330 hours Friday and 2330 hours on Sunday.

D.14 Reassignment (Floating)

In accordance with the provisions set out in Article 10.07(g) and 10.08 (a), the parties agree that re-assignment of a Registered Nurse from their home unit will occur bearing in mind the following principles:

- (a) Patient care and safety requirements are the first priority;
- (b) Reassignment will normally occur at the beginning of the shift.
- (c) The Hospital will not normally reassign probationary employees;
- (d) The Hospital will re-assign, Registered Nurses, subject to such Registered Nurses' having the required knowledge, skill and ability.
- (e) The Hospital will endeavor, subject to operational requirements and with no additional cost to the hospital, to reassign nurses on a voluntary basis.
- (f) The Hospital will normally cancel or reassign agency nurses before reassigning staff nurses.

In the event that there are no volunteers, the Hospital will normally reassign staff nurses in the following sequence, on the basis of reverse seniority: casual, regular part-time and regular full-time. This will be done on a daily rotational basis and where to do so does not put the nurse in a layoff situation.

D.15 Overtime

All overtime hours must be authorized and will be based on the operational needs of the unit.

D.16 Overtime when required will be offered in accordance with seniority of those nurses who declare themselves available as per the unit process, in order of full-time, regular part-time, then casual, save and except those nurses who would incur consecutive weekend premiums.

**ARTICLE E - VACATIONS**

E.1 It is understood and agreed that the Hospital will give every consideration to the nurses' preference as to the timing of their vacation, but of necessity the Hospital must reserve the right to the final decision as to the scheduling of vacations. The Hospital and the Association will review problems in scheduling for peak periods if they arise.

- E.2
- (a) Vacations may be taken at any time of the year that is mutually acceptable to the parties.
  - (b) Requests for vacation shall be submitted in writing on either the vacation request form, dayforce, in the ONA vacation book or via e-mail at least two (2) weeks prior to the posting of the schedule. Management reserves the right to implement an additional format for vacation requests and/or replace one of the above existing formats if one of the current formats for requesting vacation becomes obsolete, and will provide at least four (4) weeks written notice of such a change to the Union.
  - (c) The Hospital will post approved vacation request lists by May 1<sup>st</sup>, other than requests for the Christmas/New Year's period (see Local Article D.3 d (ii) and D.4 c and e). The lists will indicate the names, vacation dates and the nurses' status. In the event of scheduling conflicts, seniority shall apply for vacation requested by March 31<sup>st</sup> each year for the vacation year commencing June 1 – May 31. Thereafter, requests for the remaining vacations will be scheduled on a first come, first serve basis.

The approved vacation calendar will remain posted all year.

When a nurse submits their vacation request after the March 31st deadline and after the May 1st posting of the approved vacation request, the nursing manager or designate will respond to the nurse's request, in writing, within seven (7) days.

- (d) Every endeavour will be made to accommodate each nurse's vacation request.

However, between each June 15<sup>th</sup> and September 15<sup>th</sup>, a nurse will only be authorized to have 112.5 hours vacation if authorizing more than 112.5 hours would prevent the approval of another nurse's vacation.

- (e) Prior to leaving on vacation, nurses shall be advised of the day and time on which to report for work following vacation.
- (f) The Hospital will also endeavour to schedule nurses' weekly days off immediately preceding the commencement of their scheduled vacation.
- (g) Nurses may accumulate vacation credits up to 37.5 hours beyond their yearly entitlement. Once the maximum entitlement is reached, the nurse must, within two (2) weeks, provide to their Nursing Manager and Human Resources a schedule of vacation to be taken within the following three (3) months to reduce the accumulated vacation to the yearly entitlement.

Where a conflict arises within this paragraph with a nurse who has already had their vacation approved, the nurse who has had prior approval will keep their granted vacation and the nurse with the overage will have to submit another request. The principles of vacation granting will apply.

- (h) When a nurse books vacation and a weekend in that vacation period is scheduled as a working weekend, then the nurse will not be required to

work additional weekends in order to make up this time. Where a nurse takes a vacation period and a duty weekend falls within that period, they shall not be required to find a replacement for that weekend. However, if the request is made within the posted time, the nurse will be required to find their own replacement for the vacation period.

- (i) The Hospital shall endeavour to cover shift work which falls within a nurse's vacation so that the nurse will not be required to work additional tours to replace same.
- (j) A nurse may cancel their vacation provided that the nurse gives the Hospital at least three (3) weeks advance notice.

E.3 Vacations may be scheduled to commence on any day of the week.

E.4 Vacation time owing to each full-time nurse shall appear electronically on the bi-weekly pay stubs.

E.5 Vacation pay for part-time nurses will be paid each bi-weekly pay period.

E.6 The Hospital will post the vacation planner by January 15<sup>th</sup> of each year. Full-time and part-time vacation quotas will be separate.

E.7 Supplementary Vacation

The time earned after thirty (30) years continuous employment must be taken before the completion of thirty-five (35) years continuous employment.

## **ARTICLE F - PAID HOLIDAYS**

F.1 The following paid holidays shall be recognized:

Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (Nov. 11 <sup>th</sup> )
Victoria Day	Christmas Day (Dec. 25 <sup>th</sup> )
Canada Day (July 1 <sup>st</sup> )	Boxing Day (Dec. 26 <sup>th</sup> )
Civic Holiday	New Year's Day (Jan. 1 <sup>st</sup> )

F.2 Where the holiday falls on the non-working day of a nurse or during the vacation period of the nurse, it shall be added to the end of their vacation period, or the Hospital upon agreement of the nurse may pay the nurse their regular wages for the holiday or the Hospital may designate another working day at a mutually agreeable time within sixty (60) days prior to or following the date the holiday was observed.

F.3 A nurse who is scheduled to work on a holiday will receive a lieu day at their regular straight time rate of pay. This lieu day is to be taken on a day mutually arranged between the nurse and the Hospital within sixty (60) days prior to or one hundred and twenty (120) days following the date on which the holiday was observed. Lieu days that are not taken in this timeframe will be automatically paid out.

- F.4 The Hospital will endeavour to arrange for paid holidays off to be scheduled equitably among the nurses regularly working in the same unit.
- F.5 The Hospital will also endeavour to schedule a holiday that falls on a Friday or a Monday to be an off day for a nurse scheduled to be off on the adjacent Saturday and Sunday. Conversely, the Hospital will endeavour to schedule a holiday that falls on a Friday or a Monday to be a work day for a nurse scheduled to work on the adjacent Saturday and Sunday.
- F.6 The Hospital will continue its practice of attempting to schedule lieu days with weekends off.
- F.7 Nurses scheduled to work on December 25<sup>th</sup> may submit a request to also be scheduled to work on December 26<sup>th</sup>. The Hospital will endeavour to grant such requests subject to operational needs.

### **ARTICLE G - BULLETIN BOARDS**

- G.1 The Hospital will provide a designated ONA bulletin board on each unit for the purpose of posting notices regarding meetings and other Association matters. An ONA bulletin board will also be provided in the following areas:
- (a) outside the Hennick Family Wellness Gallery
  - (b) at the Ontario Power Generation Building
  - (c) at any other building owned by the Hospital and staffed with employees in an ONA bargaining unit.

### **ARTICLE H - SENIORITY LISTS**

- H.1 A copy of the seniority list will be posted on the Hospital's Human Resources intranet web site on the first pay period immediately following March 31st and September 30<sup>th</sup> of each year. A copy of the ONA Collective Agreements will also be posted on the website.

### **ARTICLE I - ASSOCIATION LEAVE**

- I.1 Leave of absence for Association business shall be given without pay up to a total of two hundred and fifteen (215) days during each calendar year of the term of this Agreement, provided at least three (3) weeks' notice, where possible, is given in writing to Human Resources, with a copy to the Nursing Manager. Such requests will not be unreasonably denied. The Hospital will ensure that all requests for leave for Association Business that are covered under the Collective Agreement are responded to in writing within ten (10) business days from the time the request for leave of absence for Association business is submitted. It is agreed that not more than five (5) nurses shall be absent on such leave at the same time, and not more than one (1) nurse from the same area unless agreed upon by the Hospital.

- 1.2 An employee who serves as the Local Bargaining Unit President for the Ontario Nurses' Association shall be granted leave with pay, up to a total of ten (10) days per month.

An employee who serves as the Local Bargaining Unit Grievance Chair shall be granted leave with pay, up to a total of three (3) days per month, one (1) of which will be paid by the Hospital. Additional days, if required, may be requested and agreed upon by the Hospital

An employee who serves as the Local Bargaining Unit Occupational Health and Safety Representative shall be granted leave with pay, up to a total of four (4) days per month, two (2) of which will be paid by the Hospital. Additional days if requested and agreed upon by the Hospital.

- I.3 The Hospital agrees to provide a leave of absence, without pay, to one (1) nurse elected to the position of Local Coordinator. The nurse must provide at least four (4) weeks' written notice to their Nursing Manager for any leave of absence request of more than five (5) consecutive scheduled days duration. The nurse must provide at least fourteen (14) calendar days written notice to their Nursing Manager for any leave of absence of a lesser duration.

## **ARTICLE J - MISCELLANEOUS**

- J.1 Lab Coats/Scrub Suits

Should the Hospital require nurses to wear lab coats and scrub suits, the Hospital will launder and provide same.

The Hospital currently requires nurses in the Operating Room and Labour and Delivery to wear scrub suits and lab coats. Wherever scrub suits and lab coats are distributed, either required or optional, staff are required to return scrub suits and lab coats within 2 weeks.

- J.2 Prepaid Leave

The parties agree that utilization of this leave may be restricted to a maximum of ten (10%) percent of the members of the bargaining unit with no more than two (2) nurses from any one unit. Any application in excess of these numbers will be considered at the discretion of the Hospital.

- J.3 Pay Discrepancies

Any discrepancies to a nurse's direct deposit pay equal to or more than 7.5 hours regular pay, due to an error by the Hospital, shall be corrected by manual cheque made available to the nurse within forty-eight (48) hours of the nurse's Nursing Manager/designate notifying Payroll of the error. Saturdays, Sundays and paid holidays are not included in the forty-eight (48) hour period.

- J.4 The Bargaining Unit President and Local Grievance Chairperson will be given a day/evening rotation, upon request, if that rotation exists on the unit.

- J.5 Where in the opinion of the Hospital there is sufficient coverage the Hospital will allow nurses to attend general union meetings on their working time.
- J.6 In accordance with Article 10.07(b) the parties agree to all unsuccessful bargaining unit applicants for a posted ONA bargaining unit vacancy will be sent written notification within five (5) days, excluding weekends, and paid holidays, of Human Resources being notified of the hiring Nursing Manager's decision. The notice to the unsuccessful applicants will be sent prior to the posting of the name of the successful candidate.
- J.7 The Hospital agrees that they will clearly identify "REGISTERED NURSE" professional designation on Hospital ID badges.

### **ARTICLE K - HEALTH AND SAFETY**

- K.1 (a) The Hospital, with the consent of the nurse, will inform the Association within three (3) days of any nurse who has been assaulted while performing their work.
- (b) Such information shall be submitted in writing to the Association as soon as possible.
- (c) The Hospital will reimburse the nurse for the reasonable costs (excluding wear and tear) for replacement or repair of eye wear, clothes or other personal items damaged in the line of work.
- (d) The Employer agrees to have in place policies and procedures regarding Violence and Harassment in the Workplace in keeping with Occupational Health and Safety Act. The policies will address prevention of violence, the management of a violent situation, and support to employees who have faced violence.
- The Hospital will offer on site non-violent crisis intervention education for nurses working in the Emergency Room and Psychiatry.
- (e) The parties agree that if incidents involving abusive client action occur, that such action will be recorded and reviewed at the Joint Health and Safety Committee. Reasonable steps within the control of the Employer will be followed to address the legitimate health and safety concerns of employees presented in that forum.
- (f) A nurse who believes they have experienced an act of violence is encouraged to contact the Union for assistance and support.
- (g) The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.
- (h) The Employer agrees to provide employees with information and instructions on the workplace violence prevention and procedures on an annual basis.

(i) WSIB Provision Rebate Info:

Within a week of receipt of the information, the Employer shall provide the JHSC with any and all information about surcharges and/or rebates from WSIB under NEER program.

K.2 NEEDLESTICK/SHARPS SAFETY

The Hospital, in consultation with the Joint Health and Safety Committee, shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program should include and address employee training and education with respect to needle stick and sharps injury prevention, and provide for the maintenance of a needle stick/sharps injuries log to detail incidents. The program shall be evaluated annually by the Hospital in consultation with the Joint Health and Safety Committee.

**ARTICLE L - MODIFIED WORK**

L.1 The Hospital and the Association are committed to a consistent and fair approach for addressing the accommodation needs of employees who have been ill, injured, or permanently disabled. The Hospital and the Association will co-operate in returning them to work which is valuable to the Hospital, is suitable to their knowledge, skills and ability and into a position the employee is medically fit to perform and meets the party's responsibilities under the law. To this end, the Hospital and the Association agree, with the full participation of the employee, to cooperate in facilitating the return to work of disabled employees. The Hospital and the Association agree that ongoing and timely communication by all participants in this process is essential to the success of the process. For purposes of expediting communication, the Hospital and the Union agree that participants will use electronic communication where available. To this end:

- (a) The Hospital will notify the Bargaining Unit President or designate, of the names of all nurses who go off work due to a work related injury or when a nurse is approved for Long Term Disability Benefits (LTD).
- (b) At the beginning of each month, the Hospital will provide to the Union a confidential list of all bargaining unit members who:
  - (i) began a transitional Modified Work Program in the previous month
  - (ii) began a permanent accommodation in the previous month
  - (iii) are awaiting a decision on permanent accommodation
- (c) A nurse absent due to illness, injury or disability, will provide to Occupational Health and Safety, as soon as it is available, written medical clearance from their treating physician(s) supporting their return to work. Should the treating physician(s) recommend any transitional restrictions to duties or work schedule, these details will be clearly specified and include an expected duration for the restrictions. The Occupational Health and

Safety Department will contact the Nursing Manager to plan the nurse's return to work in consultation with the nurse and union representative.

- (d) A nurse requiring transitional accommodation has the right to have union representation at any meeting relating to their return to work from illness, injury or disability. The nurse is responsible for arranging to have a Union representative present.
- (e) When it has been medically determined that a nurse requires permanent accommodation because they are unable to return to the full and complete duties and schedule of their position due to an illness, injury or disability, the Occupational Health and Safety Department will notify and meet with the following:
  - (i) Human Resources
  - (ii) Nursing management
  - (iii) A staff representative of the Ontario Nurses' Association
  - (iv) A member of the local executive.

to confidentially explore options available to meet the nurse's accommodation needs.

- (f) In creating a return to work plan the Hospital will determine if the provision of accommodation is reasonable considering the number of accommodated employees in the department, the operational needs of the department, alternative resources and the safety of patients and employees. The return to work plan will consider the nurse's skills, ability, experience, qualifications and accommodation needs to determine if the nurse can:
  - (i) return to their original unit but a different position
  - (ii) return to their original unit/position with modifications to the work area and/or equipment and/or work schedule.
  - (iii) transfer to an alternate position in another department/unit.
- (g) When agreement is reached on a permanent accommodation, the parties will sign an agreement which will include but may not be limited to the nurse's restrictions and the details of the accommodation.
- (h) A nurse requiring permanent accommodation may be temporarily accommodated while the options for permanent accommodation are explored. Such a nurse will remain on the list of nurses requiring permanent accommodation provided under (b) above. The Hospital will advise the Union of offers of permanent accommodation.
- (i) The home position of the employee within the bargaining unit requiring permanent accommodation may be posted under the following circumstances:

- (i) The employee is permanently accommodated in another position or arrangement.
- (ii) The weight of the medical evidence establishes that there is no reasonable prospect of return to their original position in the foreseeable future.
- (iii) The employee is in receipt of LTD and it has been medically verified that they are permanently disabled from their original position.
- (iv) The employer may elect to fill the position on a temporary basis.

### **ARTICLE M – UNION OFFICE**

M.1 The Hospital will provide office space for use by the Local.

### **ARTICLE N - ELECTRONIC FORMS**

#### **N.1 Electronic Grievance Forms**

- (a) The parties agree to use the electronic version of the ONA Grievance form at Appendix 1 of the Hospital Central Agreement.
- (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- (c) Electronic grievances may be sent, via email, to the applicable Manager and copied to Human Resources, or identified designate.
- (d) The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- (e) The union undertakes to get a copy of the electronic version signed by the grievor as soon as possible. Absence of said signature when a grievance is filed at first step will not delay the grievance process.
- (f) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

#### **N.2 Electronic Professional Responsibility Workload Report Forms**

- (a) The parties agree to use the electronic version of the ONA/OHA Professional Responsibility Workload Report form (PRWRF) at Appendix 6 of the Hospital Central Agreement;
- (b) The parties agree that hard copies of the electronic form are valid for purposes or Article 8 of the Hospital Central Agreement;
- (c) Electronic PRWRF may be sent, via e-mail, to the applicable manager or identified designate;

- (d) The electronic signature of the Union Executive Representative or Labour Relations Officer will be accepted as the original signature;
- (e) The Union undertakes to get a copy of the electronic version signed by the employee(s);
- (f) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to Independent Assessment Committee, as per Article 8.01.

DATED AT TORONTO, Ontario, this 11th day of January, 2022.

FOR THE HOSPITAL

FOR THE UNION

Maryanna Malfara

Barbara Worthington  
Labour Relations Officer

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Karen McKay-Eden  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

**MOUNT SINAI HOSPITAL**  
(Hereinafter referred to as the "Hospital")

And:

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

**Re: Womens & Infants Health Program (NICU, Labour & Delivery, Mother Baby, Antenatal) - 2D2N Schedule**

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- (a) The parties acknowledge that all information in our possession at the time regarding this schedule was made available to all members of the Bargaining Unit.
- (b) The parties agree that no nurses, whether currently working on staff, or newly hired, will be required to work this schedule. Any nurse wishing to opt out of the present rotation will be required to give the Hospital eight (8) weeks' notice.
- (c) The schedule as agreed upon, constitutes an exception as contemplated in Article D.3 (a) and D.4(g). However, if any nurse is asked to work on any weekend day, in excess of the master rotation, Article D.4(g) applies.
- (d) The Employer agrees to pre-schedule all full-time nurses for (1950) hours annually (pro-rated for nurses starting this schedule after January 1<sup>st</sup>). Nurses will be compensated in accordance with the Collective Agreement.
- (e) The parties agree that any of the (1950) hours may be drawn from the nurse's vacation entitlements, lieu banks, association leave, committee hours and education hours with mutual agreement between management and the nurse.
- (f) The parties agree to look towards self scheduling on any unit contemplating the "NICU Schedule", prior to discussions of same.
- (g) Prior to any nurse working this schedule, they shall be apprised of the conditions outlined in this Letter of Understanding.
- (h) The parties agree that this schedule will not be used as a precedent on any other nursing unit or during negotiations, nor the basis of any future estoppel argument by the Hospital.

DATED AT TORONTO, Ontario, this 11th day of January, 2022.

FOR THE HOSPITAL

FOR THE UNION

Maryanna Malfara

Barbara Worthington  
Labour Relations Officer

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Karen McKay-Eden  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

**MOUNT SINAI HOSPITAL**  
(hereinafter referred to as the "Hospital" )

And:

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

**Re: Unit Weekend Schedule**

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Pursuant to Article 13.04 and D of the ONA Collective Agreement, the parties agree that the following will apply with respect to the introduction of a Unit Weekend Schedule:

If a Weekend Worker schedule can be introduced without changing the master schedule there will be no vote.

The Hospital will, at its discretion, accept or deny a full-time nurse's request to work a unit weekend schedule.

If a full time nurse's request to work a weekend schedule as defined in Article 13.04 is approved by the Hospital, the nurse and the applicable Nursing Manager will mutually agree on the effective date.

A nurse may request to return to their previous schedule with forty-five (45) calendar days written notice to the Nursing Manager. The effective date of the nurse's return to the previous schedule will be the later of the forty-sixth (46<sup>th</sup>) calendar day after the nurse provided written notice or the day after the end of the posted schedule.

Either party to this Letter of Understanding may discontinue any Weekend Schedule implemented under Article 13.04 with sixty (60) calendar days' written notice to the other party. Upon receipt of such notice a meeting will be held if either party requests it.

Whenever possible, a regular part-time or casual nurse will be scheduled to replace a Weekend Worker who is absent due to illness or injury, vacation or bereavement leave.

DATED AT TORONTO, Ontario, this 11th day of January, 2022.

FOR THE HOSPITAL

FOR THE UNION

Maryanna Malfara

Barbara Worthington  
Labour Relations Officer

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Karen McKay-Eden  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

**MOUNT SINAI HOSPITAL**  
(hereinafter referred to as the "Hospital")

And:

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

**Re: Emergency Department 2D2N/2D2E Extended Tour**

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Pursuant to Article D.4 (B) of the Local Collective Agreement the parties agree, on a without prejudice or precedent basis, to the following:

- (a) When the Hospital and the Union agree, the 2D2N/2D2E extended tour schedule may be instituted when eighty (80%) percent of the employees on a particular nursing unit have so indicated by secret ballot. For employees who indicate to their Nursing Manager that they do not wish to work extended tours, the Hospital will endeavour to schedule these nurses on a normal shift rotation.
- (b) When less than eighty (80%) percent of the staff on a particular nursing unit vote, as outlined in paragraph 1, in favour of the 2D2N/2D2E extended tour schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination 2D2N/2D2E extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular Unit.
- (c) The eighty (80%) percent figure above may be varied by mutual agreement between the parties.
- (d) The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to in paragraph 1.
- (e) At any meeting with the Employer to discuss the 2D2N/2D2E schedule, a member of the Local executive should be in attendance.
- (f) The parties agree that no nurses, whether currently working on staff, or newly hired, will be required to work this schedule. Any nurse wishing to opt out of the present rotation will be required to give the Hospital eight (8) week's written notice.
- (g) The 2D2N/2D2E schedule may be discontinued in any unit when:
  - (i) eighty (80%) percent of the nurses in a unit so indicate by secret ballot; or

- (ii) the Hospital decides to do so because of:
    - A) adverse effects on patient care, or
    - B) inability to provide a workable staffing schedule, or
    - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule;
  - (iii) When notice of discontinuance is given by either party in accordance with number (ii) above, then:
    - A) the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and
    - B) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended;
  - iv) The Local Association will be informed of the results of the secret ballot within seven (7) days.
- (h) The scheduling provisions contained in Articles D.2 and D.4 (A) are applicable except as modified by the following:
- (i) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth (5<sup>th</sup>) and subsequent day until a day off is scheduled.
  - (ii) Employees shall receive every fourth (4<sup>th</sup>) weekend off, which shall consist of six (6) consecutive extended tours, which shall commence no later than 1930 hours Friday.
 

An employee will receive premium pay as defined in Article 14 for all hours worked on a fourth (4<sup>th</sup>) consecutive and subsequent consecutive weekend until a weekend is scheduled off, save and except where:

    - A) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
    - B) Such employee has requested weekend work; or
    - C) Such weekend is worked as the result of an exchange of shifts with another employee.
  - (iii) All schedules will be done on the basis that each full-time employee will be scheduled for 1950 hours per year.

- (i) The parties agree that any of the (1950) hours may be drawn from the nurse's vacation entitlements, lieu banks, association leave, committee hours and education hours with mutual agreement between management and the nurse.

DATED AT TORONTO, Ontario, this 11th day of January, 2022.

FOR THE HOSPITAL

FOR THE UNION

Maryanna Malfara

Barbara Worthington  
Labour Relations Officer

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Karen McKay-Eden  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

**MOUNT SINAI HOSPITAL**  
(hereinafter referred to as the "Hospital")

And:

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

**Re: Prenatal Educators**

This Letter of Understanding is created pursuant to Article 13.03. All local and central Collective Agreement language apply with the exception of D. 7 (A) (d) and (e).

1. In order to ensure adequate staffing resources in prenatal education, the parties agree to establish an innovative schedule where specific part-time Registered Nurses may be hired and scheduled, for 3.75 hours and 7.5 hour tours.
2. The new positions created in relation to this initiative will be posted and awarded in accordance with Article 10.07.
3. In cases of sick call the other educator will be offered the tour first. If the tour is not taken it shall be filled following the usual process on the unit.
4. Either party may discontinue this agreement with sixty (60) calendar days' written notice to the other party. Upon receipt of such notice a meeting will be held if either party requests it.
5. Upon discontinuation of this agreement the employees hired under this agreement shall be scheduled in accordance with the Collective Agreement and any reduction in the number of employees on the Union shall be implemented in a manner consistent with the provision of Article 10.

DATED AT TORONTO, Ontario, this 11th day of January, 2022.

**OR THE HOSPITAL**

**FOR THE UNION**

Maryanna Malfara

Barbara Worthington  
Labour Relations Officer

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Karen McKay-Eden  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

**Between:**

**MOUNT SINAI HOSPITAL  
(hereinafter referred to as the "Hospital")**

**And:**

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

**Re: Self Scheduling in Labour & Delivery**

Nurses participating in self-scheduling shall be responsible for scheduling their hours of work, including paid holidays and lieu days.

The completed schedule shall be submitted to the Manager of the unit for review and approval, to ensure that appropriate coverage is maintained, at least two (2) weeks in advance of the required posting time. The Manager must approve the schedule and such approval shall not be unreasonably withheld.

Self-scheduling, including all scheduling guidelines, shall comply with all the provisions of the Collective Agreement in all respects

The parties agree to the following guidelines related to self-scheduling;

1. Cancellation of the self-scheduling by either the Hospital or the Union shall be with eight (8) weeks written notice to the other.
2. The cancellation of self-scheduling by the Hospital will not be for reasons which are arbitrary, discriminatory or in bad faith.
3. Self-scheduling may be discontinued when eighty percent (80%) of the Nurses who are self-scheduling so indicate by secret ballot. This vote will be conducted by the Union on the Unit.

DATED AT TORONTO, Ontario, this 11<sup>th</sup> day of January, 2022.

FOR THE HOSPITAL

FOR THE UNION

Maryanna Malfara

Barbara Worthington  
Labour Relations Officer

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Karen McKay-Eden  
Bargaining Unit President

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## LETTER OF UNDERSTANDING

Between:

**MOUNT SINAI HOSPITAL**  
(hereinafter referred to as the "Hospital")

And:

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

**Re: 2-3 Extended Tour**

Notwithstanding Article D.4 (A) of the Local Collective Agreement, the parties agree, on a without prejudice or precedent basis, the following will apply to the current 2/3 extended schedules as they currently exist:

- (a) Nurses will not be prescheduled to work more than four (4) consecutive twelve (12) hour tours.
- (b) The above scheduling objectives may not apply from December 15th to January 15th. However, a nurse will be scheduled off for at least two (2) days if they have completed a block of more than two (2) extended night tours during this period.
- (c) The introduction of extended tours will be implemented at six (6) months intervals where eighty (80%) percent of the nurses involved so request. Thereafter, discontinuance of extended tours will be implemented at subsequent six (6) month intervals, where eighty (80%) percent of the nurses involved so request.
- (d) The Hospital shall post a notice/request list from September 1st to September 30th. The Christmas/New Year's schedule shall be posted by October 30th. In case of conflict, the Hospital shall grant requests on a seniority basis.
- (e) Nurses who have been granted permanent night tours will not be rotated except by mutual consent or in order to meet reasonable Hospital staffing requirements. Where nurses are assigned to shift, they may request a permanent assignment to night tour or short tour, if available, and the Hospital will grant such requests. A short tour is defined as a tour of fewer hours than an extended tour. Should the nurse or the Hospital find it necessary to reverse this decision, either party may do so with four (4) weeks' notice.
- (f) A nurse will receive premium payment in accordance with Article 14.03 for all hours worked on a second (2nd) and subsequent consecutive weekends 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 the result of an exchange of tours with another nurse.
- (g) For the purposes of the extended (12 hour) shift, a weekend will include at least fifty-six (56) consecutive hours off work between 2330 hours Friday and 0730 hours Monday.

The Hospital will review the nursing schedules with a view to having a weekend off commence at the conclusion of the day tour on Friday.

- (h) A nurse who works on rotation will be scheduled off work for at least one hundred and twenty (120) consecutive hours at either Christmas or New Year's season except in areas where nurses are not normally required to work on weekends and paid holidays. Scheduled consecutive days off work at Christmas will include the night tour on December 24th, December 25th and December 26th and the Hospital will endeavour to include the day tour on December 24. Scheduled consecutive days off at New Year's will include the night tour on December 30th, December 31st and January 1st.

A nurse will not be scheduled to work two consecutive Christmas' or two consecutive New Year's without their consent.

DATED AT TORONTO, Ontario, this 11th day of January, 2022.

FOR THE HOSPITAL

FOR THE UNION

Maryanna Malfara

Barbara Worthington  
Labour Relations Officer

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Mary McKay-Eden  
Bargaining Unit President

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**APPENDIX 3**  
**SALARY SCHEDULE**

**REGISTERED NURSE**

REGISTERED NURSE  
CLINICAL ASSISTANT  
CLINIC NURSE  
SENIOR CLINICAL ASSISTANT  
CLINICAL CASE COORDINATOR  
NURSE COORDINATOR

<b>Registered Nurse</b>			
	<b>1.75%</b>	<b>2.00%</b>	<b>3.00%</b>
<b>Effective</b>	<b>April 1, 2020</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$33.81	\$34.49	\$35.52
1 Year	\$33.97	\$34.65	\$35.69
2 Years	\$34.53	\$35.22	\$36.28
3 Years	\$36.24	\$36.96	\$38.07
4 Years	\$37.95	\$38.71	\$39.87
5 Years	\$40.09	\$40.89	\$42.12
6 Years	\$42.25	\$43.10	\$44.39
7 Years	\$44.40	\$45.29	\$46.65
8 Years	\$47.57	\$48.52	\$50.85
25 Years	\$48.40	\$49.37	

It is understood and agreed that the part-time nurses' hourly rate in this Agreement does not include the percentage in lieu of fringe benefits and it will not be included for the purpose of computing any premium or overtime payments.

DATED AT TORONTO, Ontario, this 9th day of May, 2023.

FOR THE HOSPITAL

FOR THE UNION

Maryanna Malfara

Luiza Minea

Meghan Ferguson

Alison Carre  
ONA staff

Lish Shnabel

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Hailey Procak

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