

**LOCAL APPENDICES
TO THE COLLECTIVE AGREEMENT**

BETWEEN:

NORTH YORK GENERAL HOSPITAL
(hereinafter referred to as the "Employer")

AND:

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

FULL-TIME & PART-TIME

EXPIRY: March 31, 2025

TABLE OF CONTENTS

	<u>Page No.</u>
APPENDIX 3 - SALARY SCHEDULE	2
APPENDIX 4 - SUPERIOR CONDITIONS	3
APPENDIX 5 - APPENDIX OF LOCAL ISSUES	7
ARTICLE A - RECOGNITION	7
ARTICLE B - RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS..	7
ARTICLE C - COMMITTEES AND REPRESENTATIVES.....	8
ARTICLE D – SCHEDULING	10
ARTICLE E - LEAVE OF ABSENCE WITHOUT PAY	26
ARTICLE F - PAID HOLIDAYS	27
ARTICLE G – JOB POSTINGS	28
ARTICLE H – BENEFITS.....	29
ARTICLE I - JOB SHARING	29
ARTICLE J - EARNED VACATION.....	30
ARTICLE K – MISCELLANEOUS	32
ARTICLE L - MODIFIED WORK, RETURN TO WORK, LTD, STD	34
ARTICLE M – INTERNSHIPS	37
ARTICLE N – NEEDLESTICK AND SHARPS INJURIES	38
ARTICLE O – VIOLENCE IN THE WORKPLACE	38
ARTICLE P – ATTENDANCE MANAGEMENT.....	39
LETTER OF UNDERSTANDING	40
Re:Travel Expense	40
Re: Pay Deposit.....	40
Re: Notification to Workers of Person with History of Violent Behaviour.....	40
Re: Standby (On-Call) PACU	41
Re: Professional Responsibility Workload Process Chart.....	41
Re: Electronic Grievance Forms	42
Re: Scheduling of Relief Periods and Meal Breaks	43
Re: Registered Nurse Professionalism in the Workplace	43
Re: Ten (10) Hour Extended Tours	44
Re: Accumulated LIEU Days.....	45
Re: Electronic/phone Shift Notification	45

APPENDIX 3 - SALARY SCHEDULE

Classification - Registered Nurse

	Effective <u>April 1, 2023</u>	Effective <u>April 1, 2024</u>
Start	\$37.93	\$39.07
1 Year	\$38.88	\$40.05
2 Years	\$39.86	\$41.06
3 Years	\$41.65	\$42.90
4 Years	\$43.52	\$44.83
5 Years	\$45.70	\$47.07
6 Years	\$47.98	\$49.42
7 Years	\$50.38	\$51.89
8 Years	\$54.37	\$56.00

Classification – Occupational Health Nurse

Step	Effective <u>April 1, 2023</u>	Effective <u>April 1, 2024</u>
1	\$43.3663	\$44.6697
2	\$46.5057	\$47.9052
3	\$49.1875	\$50.6683
4	\$51.2544	\$52.7926
5	\$53.4078	\$55.0154
6	\$55.1720	\$56.8260

Note: It is understood that the Centrally Negotiated Reopeners will apply to the Occupational Health Nurses

NOTE: For Part-Time Nurses: These rates do not include the percentage in lieu.

APPENDIX 4 - SUPERIOR CONDITIONS

Central Portion of Collective Applicable Clause from existing Collective Agreement (1978-1980) (Full time)

12.08/15.01 Long Term Disability Plan as per Article 12.08 shall continue the present coverage and do not elect the HOODIP Long Term Disability Plan.

12.02/15.01 Pay for sick leave is for the sole and only purpose of protecting the nurse against loss of regular income when she is legitimately ill and unable to work:

- (a) Sick leave will be allowed for sickness for nurses after the completion of their probationary period on the basis of one and one-half (1½) days per month of active employment to a total of eighteen (18) days sick leave after one year's service;
- (b) It is understood and agreed that no sick leave will be allowed during the nurse's probationary period. Should the nurse remain in the employ of the Employer after completion of her probationary period, her entitlements shall date back to the last day of hiring;
- (c) All unused sick leave may be accumulated to the credit of the nurse to a maximum of one hundred and thirty-eight (138) days;
- (d) No payment for sick leave credit shall be payable to a nurse for absences of more than three (3) consecutive working days unless the illness is substantiated by a medical certificate that shall be submitted within three (3) consecutive calendar days after the employee's return to work;
- (e) The nurse may be required to produce proof of sickness for any absence in the form of a medical certificate;
- (f) Nurses shall not be entitled to sick leave for sickness or accident compensable by the Workers' Compensation Board;
- (g) No payment of sick leave credit shall be payable to a nurse during a period of vacation or leave of absence;
- (h) The Employer will continue its contributions towards:
 - (i) subsidized employee benefits provided the balance of the monthly premiums are paid by the nurse through monthly payroll deductions and,

- (ii) will continue credits for sick leave, until thirty (30) days following the expiry of the sick leave credits.

12.03/15.02 A nurse who voluntarily terminates her employment with the Employer after three (3) years' continuous service shall receive an amount equal to the salary for one half of her unused accumulated sick leave credits.

19.09 EDUCATIONAL ALLOWANCE

Special Educational Bonuses

The Employer will pay monthly bonuses to those nurses as set out below; such bonuses will not pyramid:

- | | | | |
|------|------|---|----------|
| *** | i) | Successful completion of Nursing Unit Administration Course | \$ 15.00 |
| **** | ii) | Successful completion of six month post graduate course with respect to the speciality in which the nurse is employed | \$ 15.00 |
| * | iii) | One-year university certificate or diploma in nursing | \$ 40.00 |
| ** | iv) | Bachelor's Degree in nursing | \$ 80.00 |
| ** | v) | Master's Degree in nursing | \$120.00 |
| *** | | Assistant Unit Administrator or Group 3 Nurses | |
| **** | | It is at the discretion of the Director of Professional Nursing Practice. | |
| ** | | Assistant Unit Administrator eligible | |
| * | | Assistant Unit Administrator, Group 3 or Group 2 nurses eligible | |

Notwithstanding the foregoing, no nurse now receiving the bonus shall have it taken away unless she subsequently becomes disentitled.

H.08 For the purposes of Superior Conditions Appendix 4, Article 19.09 for the Bachelors in Health Studies, the Employer shall pay the equivalent eighty dollars (\$80.00) as the Bachelor's degree in Nursing.

16.01/18.01 EARNED LEAVE (VACATIONS)

Nurses in the active employment of the Employer are entitled to 1.25 days of vacation for each month of active employment.

Nurses are not credited, however, with any allowance until completion of their probationary period at which time they will be given credit for three (3) times their monthly entitlement.

18.02 Nurses hired prior to and including the fifteenth day of a month will be granted a full month credit for that month. Nurses hired after the fifteenth day of a month will be given a half-month's credit for that month. The reverse will apply for terminations.

18.03 Nurses who do not otherwise qualify under the provisions of this Article shall receive the vacation entitlements provided by the Employment Standards Act of Ontario.

18.04 It is understood and agreed that the Employer will give every consideration to the nurse's preference as to the timing of their vacation, but of necessity the Employer must reserve the right to the final decision as to the scheduling of vacations.

18.05 Nurses who have completed three (3) years of continuous employment with the Employer and who are in the active employ of the Employer shall have an additional week (5 days) vacation accredited to their vacation bank and are entitled to 1.67 days of vacation for each month of active employment in excess of the said three (3) years thereafter without reduction from their regular pay.

18.06 If a nurse works or receives paid leave for less than 1525 hours in her vacation year (anniversary date to anniversary date) she will receive vacation pay based on a percentage of gross salary for work performed on the following basis:

3 week entitlement - 6%

4 week entitlement - 8%

18.07 A nurse who leaves the employ of the Employer for any reason shall be entitled to receive unpaid vacation pay which has accrued to her date of separation unless she leaves without giving two (2) weeks' notice of termination in which case she shall be entitled to vacation pay calculated in accordance with the provisions of the Employment Standards Act, 1974.

18.08 For the purpose of vacation entitlement, service shall mean combined service on both full-time and part-time bargaining units. For the purpose of

this clause, two-hundred (200) paid tours of part-time service shall equal one (1) year of full-time service.

ADDENDUM PURSUANT TO NORTH YORK GENERAL HOSPITAL AND BRANSON
MERCER

NOTE: Superior Condition to be retained for Branson and includes the General.

Further to 11.05 – up to one day's paid bereavement leave shall be paid in conjunction with the day of the funeral in the event of the death of an uncle, aunt, nephew, niece or first cousin.

11.07/11.08 For Occupational Health Nurses hired prior to April 24, 2023 only: The percentage paid for the Hospital's Supplemental Unemployment Benefit (SUB) Plan for Pregnancy and Parental Leave shall be 93%. The maximum number of weeks the Hospital's Supplemental Unemployment Benefit (SUB) Plan shall be paid while on Pregnancy leave is 16 weeks.

14.07 For Occupational Health Nurses hired prior to April 24, 2023 only: The Standby premium paid under article 14.07 of the Collective Agreement shall be \$3.53/hr. The standby premium paid on a paid holiday shall be \$5.11/hr.

APPENDIX 5 - APPENDIX OF LOCAL ISSUES

ARTICLE A - RECOGNITION

A.01 The Employer recognizes the Association as the exclusive bargaining agent of all registered and graduate nurses employed by the Employer in the City of North York engaged in nursing capacity, save and except Unit Educator, Infection Control Nurse, Genetic Counsellor, Clinical Nurse Specialist, Palliative Care Coordinator, Utilization Case Manager, Unit Manager and persons, above the rank of Unit Manager.

The Employer recognizes the Association as the exclusive bargaining agent of all Occupational Health Nurses employed in a nursing capacity by North York General Hospital in the City of North York, Ontario save and except supervisors and persons above the rank of supervisors.

Clarity Note: For the sake of clarity, the parties agree that the position of IPAC and Occupational Health Coordinator is excluded from the bargaining unit notwithstanding its overlapping functions with members of the bargaining unit.

It is understood that the position of Occupational Health Nurse(s) have been found to be appropriate for the Bargaining Unit effective April 1, 2023.

A.02 The word "nurses" when used throughout this Agreement shall mean persons included in the above described bargaining unit.

A.03 The phrase "immediate supervisor" when used throughout this Agreement shall mean the Clinical Team Manager, or in her absence Program Director.

A.04 In this Agreement, "Local Association" refers to the Local of the Ontario Nurses' Association at North York General Employer namely Local No. 6.

ARTICLE B - RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

B.01 The Association recognizes that the management of the Employer and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer 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 Employer to:

(a) maintain order, discipline and efficiency;

- (b) hire, assign, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without 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 Employer 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) 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. The Employer will advise the Association of any change of rules and regulations.

B.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C.01 Nurse Representatives

There may be one (1) ONA Nurse Representative for each unit of the General Division, Finch (Branson) Site, Consumers Site, Champagne Site and the Senior Health Centre. There will also be five (5) floating Nurse Representatives to assist ONA members as required.

C.02 Negotiating Committee

There will be a Negotiating Committee consisting of five (5) members representing the Bargaining Unit, two (2) shall be part-time members and two (2) shall be full-time members and the Chairperson will be the Bargaining Unit President.

C.03 Grievance Committee

There shall be a Grievance Committee with a total of four (4) nurses.

C.04 Hospital-Association Committee

There shall be a total of five (5) nurses, either full-time or part-time, for the Association and five (5) representatives from the Employer. Terms of Reference shall be developed as per Article 6 of the Central Collective Agreement and will be reviewed each year. The Terms of Reference and any revisions made to it will be mutually agreed to by the Committee.

C.05 Professional Development Committee

The Union will be provided with equal representation on the Hospital Professional Development Committee. There will be four (4) Hospital and four (4) ONA representatives, including both Full and Part Time members, one of which will be the Bargaining Unit President or designate. Terms of Reference shall be developed as per Article 9 of the Central Collective Agreement and will be reviewed each year. The Terms of Reference and any revisions made to it will be mutually agreed to by the Committee.

C.06 Scheduling Committee

There will be a Scheduling Committee composed of three (3) ONA members and three (3) Hospital Representatives. The Committee will meet on a minimum every three (3) months. Ad hoc meetings as necessary. The Committee will be co-chaired by the Union and Hospital. Information pertaining to and including schedules is to be provided to the Scheduling Committee at least eight (8) weeks in advance of the implementation of any changes in Unit scheduling practices.

Terms of Reference shall be developed and reviewed each year. The Terms of Reference and any revisions made to it will be mutually agreed to by the Committee.

Each unit will provide a copy of their current posted full- time and part-time schedules to the Scheduling Committee and Bargaining Unit President by March 31st of each year and any new or revised master rotations following March 31st of each year.

The purpose of this committee will be:

- (i) to act in an advisory capacity and assist in resolution of scheduling concerns;
- (ii) to review all new master schedules and to ensure compliance with the Collective Agreement;
- (iii) to provide advice regarding the scheduling of part-time nurses.

C.07 Payment for meetings outside scheduled work hours

When a nurse is required by the Employer to attend meetings, in-service and other work related functions outside her/his regularly scheduled working hours, and the nurse does attend same, she/he shall be paid for all time spent on such attendance at her/his regular straight time hourly rate of pay or at the nurse's option, she/he shall receive equivalent time off.

This article does not apply to Hospital Union meetings as described in Article 6.01 and Union Business as described in paragraph E.01.

ARTICLE D – SCHEDULING

D.01 Scheduling Regulations

- (a) The Employer shall provide two (2) weekends off in four (4) but shall endeavour to provide one weekend off in two.
- (b) A break of at least sixteen hours duration shall be scheduled when shift rotations are changed and a break of at least forty-eight hours duration shall be scheduled when the rotation is from the night shift, unless as may be otherwise agreed between the nurse and the Employer.
- (c) The Employer shall endeavour to post schedules fifty-six (56) days in advance and shall post them no later than twenty-eight (28) days in advance.
- (d) Nurses shall not be scheduled to work split shifts.
- (e) A nurse shall be scheduled off for at least four (4) calendar days in any two week period and in scheduling these days, a nurse shall be scheduled off at least once for a period of two (2) consecutive calendar days.
- (f) Nurses shall not be scheduled to work more than seven (7) consecutive calendar days in a row.
- (g) A weekend consists of fifty-six hours away from work during the period following completion of the Friday day shift until the commencement of the Monday day shift.
- (h) A nurse shall not be required to change shift rotations more than once in a work week.

- (i) A nurse may, by mutual agreement of the nurse and the Employer, work either permanent evenings, permanent nights, days and evenings, days and nights, evenings and nights. Any such request shall be made to the immediate supervisor or designate, who shall approve or deny the request in writing as soon as possible but no less than twenty-one (21) calendar days of receipt of the request. If approved, the nurse will be transitioned into the permanent shift arrangement at the start of the next posted schedule. Such request will not be unreasonably denied. The nurse may request written reasons should the request be denied. Either the Employee or the Employer may discontinue the permanent shift arrangement. The parties, with the union representative, will be notified in writing of the reasons for the discontinuation. The nurse will receive sixty (60) days' notice that the permanent shift arrangement will be discontinued.
- (j) The Employer shall ensure that nurses not be required to work more than two (2) shift rotations, that is, any two (2) but not three (3) of days, evenings and nights. Where a nurse does not usually work the day shift, the Employer may require the nurse to rotate to the day tour for a maximum of two work weeks per annum for the purpose of providing training and development or for scheduling a group function. In scheduling this period, six (6) weeks' notice shall be provided to the nurse. If the Employer is required to change the mix of shift rotations on a unit, it shall be done a seniority basis.
- (k) A nurse who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on evening or night shift without the nurse's written consent or request, and shall not be scheduled to work more than two consecutive weeks on either evening shift or night shift without being scheduled for an equal period on day shift. Scheduled time off shall not be considered part of any shift.
- (l) The Employer shall endeavour to schedule a Nurse off on a paid holiday falling on a Monday or Friday if the paid holiday is adjacent to a scheduled weekend off. Nurses scheduled on the weekend adjacent to a paid holiday shall be scheduled to work the paid holiday, unless mutually agreed otherwise.
- (m) Applies to Occupational Health Nurses only: Occupational Health Nurses shall not be scheduled to work more than six (6) consecutive calendar days in a row.

Note: Unless otherwise stated, all provisions of the Collective Agreement shall apply to occupational health nurses.

- (n) The above regulations may be waived provided that the nurse and the Employer mutually agree in writing to the change. An electronic copy of the agreement will be forwarded to the Union.

D.02 Violation of Scheduling Regulations

A nurse shall receive premium pay for all violations of the scheduling regulations unless the nurse requested the change in work schedule or agreed to an exchange of shifts with another nurse.

It is agreed that an employee's availability for additional tours and or overtime does not waive the employee's right to premium payment provided for under this Collective Agreement.

D.03 Scheduling of Regular Part-time and Casual Staff

- (a) Regular part-time nurses in a unit shall be scheduled in order of seniority up to their commitment within each pay period before any casual nurses are utilized. The Employer shall provide the Association with the commitment for each regular part-time nurse and advise the Association of any changes thereafter.
- (b) Regular part-time nurses will not be required to work their full commitment in any pay period where a week of vacation is scheduled.
- (c) Before the schedule is posted, and once regular part-time nurses on the unit have been given the opportunity to work up to their commitment, any unscheduled shifts remaining shall be offered in order of seniority to the regular part-time nurses on the unit and then to casual nurses on the unit in order of seniority. Based on availability provided to the manager.

If additional unscheduled shifts remain they shall then be offered in order of seniority to regular part-time nurses from other units and then to casual nurses on other units in order of seniority who are qualified and approved by the Clinical Team Manager, subject to the following:

- i) If qualified, part-time regular or part-time casual nurses may submit their availability to work additional shifts to other units, provided that the total number of shifts accepted by the nurse does not result in overtime premium pay; it is the responsibility of the nurse, prior to accepting the shift, to indicate, that they would be in an overtime position. Failure to do so, will result in a nurse being paid at straight time.

- ii) Where a part-time regular or part-time casual nurse is unable to obtain the number of tours she or he wishes to work on her or his home unit, she or he may accept assignments on other units.
- (d) Shifts or partial shifts that become available for any reason after the schedule has been posted will first be offered on the basis of seniority to regular part-time employees on the unit based on availability provided to the manager.

Where no regular part-time employee is available to perform the available work, the tour will be offered to casual part-time employees based on availability.

If additional unscheduled shifts remain they shall then be offered in order of seniority to regular part-time nurses from other units and then to casual nurses on other units in order of seniority who are qualified and approved by the Clinical Team Manager, subject to the following:

- i) If qualified, part-time regular or part-time casual nurses may submit their availability to work additional shifts to other units, provided that the total number of shifts accepted by the nurse does not result in overtime premium pay; it is the responsibility of the nurse, prior to accepting the shift, to indicate, that they would be in an overtime position. Failure to do so, will result in a nurse being paid at straight time.
 - ii) Where a part-time regular or part-time casual nurse is unable to obtain the number of tours she or he wishes to work on her or his home unit, she or he may accept assignments on other units.
- (e) Nurses who wish to be considered for additional shifts must indicate their availability in the manner prescribed by the Employer.
- (f) A shift shall be deemed to be offered whenever a call is placed. Where the parties agree an electronic process can be implemented related to the offering of shifts and declaration of availability;
- (g) The Employer shall not be required to offer shifts that would result in overtime premium pay, nor may a nurse accept to work such shifts without first advising her immediate supervisor or designate that the shift, if worked, would result in overtime premium pay;

- (h) Once a regular part-time or a casual part-time nurse accepts an additional shift, she/he must report for that shift unless arrangements satisfactory to the Employer are made.

D.04 A request to exchange shifts must be submitted in writing to the Clinical Team Manager or designate by the Nurses concerned at least twenty-four (24) hours prior to beginning of the shift. If a shift exchange is required with less than twenty-four (24) hour notice the nurses concerned must confirm the exchange with the Clinical Team Manager or designate.

Once a shift exchange has been approved by the Clinical Team Manager or designate, the nurses involved in the exchange will not have any further responsibility for the originally scheduled shift.

No premium as they relate to scheduling regulations will be paid as a result of the exchange of shifts.

D.05 Extended Tours

The introduction of extended tours will be implemented where the nurses on the unit have requested and will require a vote of Full Time and Part Time nurses on the Unit. The implementation and the discontinuance of the extended tours will require an eighty (80) percent of the nurses that vote.

Extended tour scheduling will include the following provisions:

- (a) Nurses will be scheduled every other weekend off. If the nurse is required to work on a second consecutive and subsequent weekend the nurse will receive premium pay as per the Collective Agreement for all hours worked on the weekend and subsequent weekends until a full weekend is scheduled off, except where:
 - i) Such weekend has been worked by the nurse to satisfy specific days off requested by the nurse; or
 - ii) The nurse is working the weekend as a result of an exchange of shifts with another nurse; or
 - iii) The nurse has requested weekend work.
- (b) Nurses will not be scheduled more than four (4) consecutive extended tours;
- (c) There will be a minimum of twelve (12) hours off between scheduled extended tours and a minimum of forty- eight (48) hours off after a period of night shifts unless otherwise agreed by the nurse and the Employer.

- (d) Extended tour scheduling may be discontinued by the Hospital for reasons of:
- (i) Adverse effects on patient care; or
 - (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.

When notice of discontinuation is given by either party in accordance with the above, then:

- (iv) the parties shall meet within two (2) weeks of the giving of notice to review the request for the discontinuation; and
- (v) where it is determined that the scheduling initiative will be discontinued, affected employees shall be given six (6) weeks' notice before the scheduling initiative is discontinued.

D.06

Overtime Seniority

Where overtime shifts are required they shall be offered in order of seniority to nurses who have made themselves available, in the following order:

1. Full-time nurses from that unit;
2. Regular part-time nurses from that unit;
3. Casual part-time nurses from that unit.
4. Full-time nurses from Specialized Resource Teams who work on the unit;
5. Part-time nurses from Specialized Resource Teams who work on the unit;
6. Full-time nurses from Nursing Resource Team qualified to work on the unit;
7. Part-time nurses from Nursing Resource Team qualified to work on the unit;

If additional unscheduled shifts remain, they shall then be offered in order of seniority to Full-time, Regular part-time, and then Casual nurses on other units who have submitted their availability, are qualified and approved by the Clinical Team Manager and/or designate.

If requested by the nurse, the Employer shall allow the practice of time off in lieu of overtime payment. Unless mutually agreed to do otherwise, such hours will be taken within ninety (90) days of occurrence or during booked unit closures.

D.07 The Employer will endeavour to accommodate employees taking courses by assisting with scheduling changes wherever possible.

D.08 Weekend Worker

The Employer will notify the Union of all weekend worker positions. The introduction of any new weekend worker position shall require written agreement between the Employer and the Union.

Either the Employer or the Union may discontinue this agreement. The parties will meet to discuss the discontinuance prior to giving sixty (60) days' notice of such discontinuation. It is understood and agreed that such discontinuance shall not be done in an unreasonable or arbitrary manner.

D.09 Self-scheduling

Self-scheduling is practiced in the Hospital and it is understood that the scheduling regulations of the Collective Agreement shall apply. Self-scheduling is viewed by the Employer and Union as scheduling by nurses in order to promote more flexible schedules that meet the needs of the nurses and patient care needs of the unit. Self-scheduling shall not result in additional cost to the Employer.

Introduction and Implementation of Self-Scheduling

(a) The Employer and Association will consider requests for self-scheduling on a six (6) month trial basis in that unit. Should the Hospital and the nurses agree to implement self-scheduling on a particular unit, they shall do so according to the following criteria:

Prior to instituting self-scheduling in a unit, there will be a written request from the Nurses in that unit provided to the Association and the Employer, with signatures of at least sixty (60%) percent of the nurses in that unit requesting self-scheduling.

1. The Clinical Team Manager and the Unit's Scheduling Committee will collaboratively develop the self-scheduling guidelines that are consistent with the self-scheduling provisions in the Collective Agreement and will provide the guidelines to the Association and the Hospital Scheduling Committee for review prior to any implementation of self-scheduling in a unit.
2. The guidelines will be posted for four (4) weeks prior to a vote by full-time and part-time nurses for self-scheduling in a unit.

3. Secret ballot vote will be conducted for a six (6) month trial period by the Association and Employer whereby eighty percent (80%) of the full-time and part-time nurses in the unit indicate their willingness to work within the self-scheduling guidelines.
4. Following the six (6) month trial period, a secret ballot vote will be conducted by the Association and the Employer and whereby eighty percent (80%) of full-time and part-time nurses affected by the self-scheduling arrangement indicate a desire to continue with self-scheduling, self-scheduling will be adopted on a permanent basis.
5. Nurses participating in self-scheduling shall be responsible for scheduling all hours. Full time nurses will be required to work nineteen hundred and fifty (1950) hours per year, which includes paid holidays and lieu days.
6. Each prepared schedule shall be submitted to the Clinical Team Manager for review and approval to ensure that appropriate nursing coverage is maintained. All changes will be made prior to posting as necessary to ensure all the guidelines and scheduling provisions have been followed. The Clinical Team Manager's approval is required for each prepared schedule.
7. All self-scheduling guidelines, shall comply with scheduling provisions in the Collective Agreements in all respects.
8. Self-scheduling guidelines will be reviewed by the Clinical Team Manager, Unit's Scheduling Committee, the Association and staff on an annual basis.
9. Each unit will provide the Bargaining Unit President with a copy of all self-scheduling guidelines by January 31st of each year and any new or revised guidelines following January 31st of each year.

(b) Discontinuation of Self-scheduling

1. The Hospital and the Association shall have the option of discontinuing the Self-scheduling in any Unit after providing the other party within ninety (90) days' written notice. The parties will meet within thirty (30) days of such notice to discuss the reasons for such discontinuation.

2. Self-scheduling shall be discontinued in any unit when eighty-percent (80%) of the full-time and part-time nurses affected by the self-scheduling arrangement so indicate by secret ballot, conducted by the Association and the Employer.

D.10 a) Christmas/New Year's Scheduling

A nurse will be scheduled off for not less than five (5) consecutive days at either-Christmas or New Year's if she so desires, except in those areas where the major work is done Monday to Friday. In those areas, if mutually agreeable, Christmas and New Year's time may be scheduled for less than five (5) consecutive days. Time off at Christmas shall include all shifts on Christmas Eve, all shifts on Christmas Day, all shifts Boxing Day, and time off at New Year's shall include all shifts on New Year's Eve and all shifts on New Year's Day, provided the other regulations in this Article will be waived by the Employer, if necessary, during the Christmas period - December 15 to January 10, inclusive.

The Hospital shall post a request list for days off covered by this article, no later than September 15th of each year. Nurses are to submit their requests for days off in writing to their immediate supervisor or designate by October 15th for the period of December 15th to January 10th. This list shall be posted along with the vacation request list as per article J.04 (c). Christmas and New Year's schedule shall be posted by November 5th of each year.

Where operationally feasible, the Employer will endeavour to accommodate Christmas/New Year's scheduling preferences on the applicable nursing unit in order of seniority. For clarity, the approval of Christmas/New Year scheduling requests will be on the basis of two distinct seniority lists: one for full-time nurses, and one for part-time nurses. No nurse shall be required to work more than three (3) consecutive years of Christmas or New Year's shifts, if it is not her preference.

Where operationally feasible, the Employer will endeavour to provide both Christmas and New Year off; this shall be awarded in order of seniority on the unit.

Where the majority of nurses on the nursing unit have agreed prior to September 1st, 1998 to an alternate holiday scheduling method, it shall take precedence. Any regulations can be waived providing the nurse and her employer mutually agree in writing to the change.

b) Applies to Occupational Health Nurses Only: Christmas/New Year's Scheduling

A nurse will be scheduled off all shifts on Christmas Day, all shifts Boxing Day, and all shifts on New Year's Day.

The Hospital shall post a request list for days off covered by this article, no later than September 15th of each year. Employees are to submit their requests for days off in writing to their immediate supervisor or designate by October 15th for the period of December 15th to January 10th. Employees may use vacation or banked lieu time, or a combination of both. Christmas and New Year's schedule shall be posted by November 5th of each year.

The Employer will approve Christmas/New Year's scheduling preferences in order of seniority. For clarity, the approval of Christmas/New Year scheduling requests will be on the basis of two distinct seniority lists: one for full-time employees, and one for part-time employees.

Any regulations can be waived providing the employee and her employer mutually agree in writing to the change.

Note: Unless otherwise stated, all provisions of the Collective Agreement shall apply to occupational health nurses.

D.11 Reassignment

In accordance with Article 10.08 a), when it is necessary to reassign staff from one (1) unit to another, the reassignment will first be offered on a voluntary basis, subject to maintaining operational requirements and provided the nurse is qualified to perform the required work at the novice level.

In the event that there are no volunteers, nurses will be reassigned in the following order.

1. Agency nurses
2. Casual Nursing Resource Team nurses by order of reverse seniority
3. Part-time Nursing Resource Team nurses by order of reverse seniority
4. Full-time Nursing Resource Team nurses by order of reverse seniority
5. Part-time Specialized Resource Team nurses by order of reverse seniority
6. Full-time Specialized Resource Team nurses by order of reverse seniority

7. Casual part-time nurses by order of reserve seniority
8. Regular part-time nurses by order of reverse seniority
9. Full-time nurses by order of reverse seniority

It is understood that the above order may be altered based on a reasonable and non-arbitrary evaluation of the qualifications required, skill mix required, clinical needs, patient acuity and the staffing complement on the sending and receiving units. It is further understood that nurses who are reassigned will be assigned to work along with a nurse from the receiving unit who will familiarize and support the reassigned nurse. The reassigned nurse shall be provided with support on the documentation practices of the receiving unit. The reassigned nurse will identify, to the nurse mentioned above, her skills and abilities in relation to duties required on the receiving unit. The above will be taken into consideration when the nurse's assignment is made.

It is understood that nurses will not be reassigned during their scheduled standby assignment.

It is understood that nurses will not be reassigned during their probationary period to units other than their assigned units.

D.12 Pursuant to Article 10.08 (a), the cancellation of a single or partial shift will be done in the following order:

- (a) Nurses from an Agency, in any order determined by the Hospital;
- (b) Nurses from other units will be returned to their home unit;
- (c) Nurses on overtime by reverse order of seniority;
- (d) Volunteers to take time off, (e.g. Vacation, lieu time, unpaid leave of absence or combination), by order of seniority;
- (e) Casual nurses, by reverse order of seniority;
- (f) Regular part-time above their commitment by reverse order of seniority.

It is understood that the above order may be altered based on a reasonable and non arbitrary evaluation of the qualifications required, skill mix required, clinical needs and patient acuity.

D.13 Master Rotations

- (a) The Bargaining Unit President and the Hospital Scheduling Committee will be provided with a copy of all current master rotations templates no later than March 31st in each year.
- (b) The Hospital will provide no less than sixty (60) days' notice to the Bargaining Unit President and affected nurses regarding amendments to the current master schedule prior to the amended master rotation schedule being posted.
- (c) Where a master rotation schedule is required to change as a result of a permanent long-term layoff, or the addition of new positions, the nurses on the affected unit will be provided with 60 (sixty) days' notice that their master rotation may be amended. Where the staffing changes do not result in a need to change the master rotation schedule, it will not be changed.
- (d) Individual lines on a master rotation shall not be changed without sixty (60) days' notice being provided to the affected nurses and the Union.
- (e) Where a unit has a master rotation and a line becomes vacant, requests may be submitted in writing for consideration of transferring to the vacant line in the rotation. Considering appropriate skills of registered nurses, the transfer may be granted to a nurse by seniority on the affected unit prior to filling the vacancy.
- (f) Units without master rotation schedules that wish to formulate and implement master schedules, and when 80% of the nurses on the unit voted to do so, will select two (2) nurses from their unit to sit on a Committee with a member of the Bargaining Unit Leadership and an equal number of Hospital Representatives to develop a master rotation schedule to meet the needs of that particular unit, subject to all posting and scheduling requirements of the Collective Agreement.

D.14 2Day 2Night Rotation

Where the Hospital and the Union agree to implement the 2Day 2Night Rotation, it may only be introduced on a unit where extended tours already exist, when eighty (80) percent of the nurses (full-time and part-time) on the unit have voted in favour of the new it may only be introduced on a unit where extended tours already exist, when eighty percent (80%) of the nurses (full-time and part-time) on the unit have voted in favour of the new schedule by secret ballot, and where agreement on scheduling has been reached between the Hospital and Union with respect to nurses who wish to remain on extended tours.

Nurses who wish to remain on extended tours and not move to the 2Day 2 Night rotation must provide written requests to the Clinical Team Manager.

The 2Day 2Night rotation will be provided to the Scheduling Committee and Association for review and approval prior to any implementation of 2Day 2Night schedule.

The Hospital will provide space for the Union to conduct the vote and will ensure that a Union representative is present for the vote.

All full time nurses including nurses working the 2 Day 2 Night rotation will be scheduled full-time hours of one thousand nine hundred and fifty (1950) hours per year. The master rotation for all nurses in the Unit will be finalized and posted prior to the vote for any new rotations.

The Local scheduling provisions for extended tours will apply except for weekends off.

Each full-time nurse on the 2Day 2Night rotation in conjunction with the Clinical Team Manager or designate will determine the number of additional shifts required to be scheduled to ensure that the Nurse is scheduled one thousand nine hundred and fifty (1950) hours in the calendar year. The number of additional shifts required to be scheduled in the calendar year should be determined by April 1st of each year.

The additional shifts required for the full-time nurses on the 2Day 2Night schedule shall be scheduled throughout the year, with a minimum of one shift scheduled every eighteen (18) weeks as required, to maintain the full time hours for the nurses.

The scheduling provisions will be as follows:

- (a) Nurses will not be required to work more than four (4) shifts in a row. Nurses will be entitled to premium pay at the rate of time and one-half for working on the fifth (5th) consecutive and subsequent day until a day off is scheduled. However, the premium shall not apply where a nurse has specifically requested to be scheduled on the fifth (5th) consecutive and subsequent day.
- (b) Nurses will not be scheduled to work more than three consecutive weekends. A nurse who works a fourth consecutive weekend or portion of a fourth consecutive weekend will be paid as per the provisions of Article 14 for all hours worked on the fourth weekend and any subsequent weekend until a weekend off is scheduled.

- (c) Nurses will be granted either Christmas or New Years off as per the Collective Agreement.
- (d) Statutory Holidays will be incorporated into the rotation.
- (e) Additional shifts that need to be scheduled will not be scheduled in conjunction with the scheduled four (4) shifts, unless requested by the nurse, in which case (a) above shall not apply, but will be scheduled on the nurses' days off.

The 2Day 2Night Schedule will be discontinued in a unit if eighty (80%) percent of full-time and part-time nurses working the 2Day 2Night Schedule vote to do so.

The Hospital or the Union may rescind the agreement made in paragraph 1, on 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 of the schedule.

It is understood and agreed that the Union shall not rescind the agreement for reason(s) that are unreasonable or arbitrary.

The Hospital may rescind the agreement because of:

- (a) adverse effects on patient care,
- (b) inability to provide a workable staffing schedule or,
- (c) where the Hospital wishes to do so for other reasons which are neither, arbitrary, or unreasonable.

D.15 Standby (On-Call)

- (a) On any unit utilizing standby, the Employer agrees that standby will be assigned on an equitable basis among the qualified nurses who normally perform the work. Standby assignments shall be posted at the same time as the nurses' regular schedule. Nurses shall be permitted to exchange their standby assignments, upon management approval.

The standby nurse will normally be utilized to cover unscheduled procedures during the unit's off hours.

For units that operate 24 hours a day and seven days a week, a full-time employee will not be scheduled for standby on a scheduled day off or weekend off unless mutually agreed between the employee and the Employer. It is understood that nurses will not be required

to assume standby duty on the weekend prior to or following a week of vacation or any week where the nurse is not scheduled.

- (b) Where there is less than twelve (12) hours of time off between the time when a nurse completes an on call shift and the time when the nurse returns for their next regularly scheduled shift, the Employer will provide up to two and one-half hours (2.5 hours) of straight time paid leave for that next shift.
- (c) A nurse will be relieved after sixteen (16) consecutive hours of work. A nurse who is not relieved after sixteen (16) consecutive hours shall be paid at the rate of time and one-half (1 1/2) for their next shift worked and any other premium pay entitlement provided for in the Collective Agreement.
- (d) A nurse assigned to standby shall not be assigned to take call for more than four (4) consecutive shifts, unless mutually agreed. The nurse will not be scheduled for standby on consecutive weekends.
- (e) The Hospital will notify the Local Bargaining Unit President or designate with no less than forty-five (45) days' notice prior to initiating ongoing standby assignments on any unit.
- (f) Applies to Occupational Health Nurses only: Telephone Standby/Standby (On-Call)
 - (i) Nurses covered under this agreement will normally be required to provide telephone standby. It is understood that from time to time that there may be a requirement for nurses to be called into work, Article 14.06 will apply. Employer agrees that standby will be assigned on an equitable basis among the qualified nurses who normally perform the work. Standby assignments shall be posted at the same time as the nurses' regular schedule. Nurses' shall be permitted to exchange their standby assignments, upon management approval.

The standby nurse will normally be utilized to address emergent situations (which can include emergency sick calls on the sick line) commencing at the conclusion of their day tour till the beginning of the next day tour. Notwithstanding, the nurse may be required to be called into work.

It is understood that nurses will not be required to assume standby duty on the weekend prior to or following a week of vacation or any week where the nurse is not scheduled.

A nurse responding to a telephone/email call while on standby will be paid in accordance with Articles 14.06, 14.07, and 14.09 of the Central Collective Agreement, subject to the following:

- A) Payment for all telephone/email consultations that occur while an employee is on standby will be paid in fifteen (15) minute increments at the two times (2x) the employee's regular hourly rate.
 - B) Any other calls/emails received during the same fifteen (15) minute period will not result in any additional compensation.
 - C) Any calls/emails requiring additional consultation beyond the initial fifteen (15) minute period would be paid two times (2x) for each additional fifteen (15) minute increment.
- (ii) Where there is less than twelve (12) hours of time off between the time when an employee completes an on-call duty and the time when the employee returns for their next regularly scheduled shift, the Employer will provide up to two and one-half hours (2.5 hours) of straight time paid leave for that next shift.
 - (iii) A nurse will be relieved after sixteen (16) consecutive hours of work. An employee who is not relieved after sixteen (16) consecutive hours shall be paid at the rate of time and one-half (1 1/2) for their next shift worked and any other premium pay entitlement provided for in the Collective Agreement.
 - (iv) A nurse assigned to standby shall not be assigned to take call for more than one (1) calendar week, unless mutually agreed. Standby assignments shall be rotated between nurses. The nurse will not be scheduled for standby on consecutive weekends. It is agreed that standby will not commence on a week-end or holiday.

Notwithstanding the above, a standby assignment shall include both Christmas Day and Boxing Day or New Year's Eve Day and New Year's Day. Nurses shall not be scheduled standby on Christmas Day and Boxing Day or New Year's Eve Day and New Year's Day in consecutive years, unless mutually agreed.

D.16 Nursing Resource Team (NRT) and Specialized Resource Team (SRT)

- (a) For the purpose of scheduling, vacation, layoff and bumping, the NRT and SRT (which includes the Nursing Capacity Initiative; NCI) will be considered as separate units.

D.17 Innovative Unit Scheduling

Innovative schedules other than those currently provided for in the Appendix 5 of Local provisions and which fall under Article 13.03 of the central portion of the Collective Agreement will not be implemented on any unit prior to discussion with and the written agreement of the Union. All parameters related to the introduction, discontinuation, voting process, trial periods and scheduling will be agreed upon on writing.

Introduction of Innovative Work Schedules

Where business conditions permit, and with the express approval of the unit manager, innovative work schedules may be introduced by

- (a) posting new vacant positions with the proposed new hours of work,
- (b) scheduling a majority vote within the applicable unit or work group, excepting that nurses who do not wish to work the agreed to schedule may continue to work a normal work tour if they so wish. As a latter leave the unit through normal attrition, new vacancies may be posted at whatever the length of tours that meets the needs of the unit.

In the case of a nurse applying for a posted vacancy or exercising her displacement rights in a layoff, the nurse must accept the work schedule of the posted position or displaced employee.

Discontinuation of Innovative Work Schedules

Either party may withdraw its agreement to continue with a given work schedule on sixty (60) days written notice, in which case the effected nurse(s) shall be required to return to working a normal daily tour, unless the arrangement was implemented in support of a medical accommodation.

ARTICLE E - LEAVE OF ABSENCE WITHOUT PAY

- E.01 Leave of absence for Association business shall be given without pay to an aggregate total of two hundred (200) days for both bargaining units during each year of this Agreement provided adequate notice is given the Employer and such leave of absence does not interfere with the

continuance of efficient operations in the Hospital. Such leave shall not be arbitrarily withheld.

It is agreed that not more than four (4) nurses shall be absent on such leave at the same time, excluding arbitrations and negotiations.

E. 02 The Bargaining Unit President for North York General will be on leave of absence from regular duties. The payment for the leave of absence will be equally shared by the Hospital and the Association. The Bargaining Unit President will be scheduled to work Monday to Friday each week for the length of the term.

The Bargaining Unit President will retain all benefits and will accrue seniority and service while on the leave of absence. On completion of the term of office the Bargaining Unit President will return to their previous position on their work unit.

E.03 Local Coordinator Leave

The Employer agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Coordinator. Subject to reasonable notice, it is understood and agreed that a Local Coordinator shall be granted twelve (12) days per year to fulfill the duties of the position.

These days will not be counted in the Union Leave days referred to in Article E.01.

This provision will apply to only one Co-coordinator position.

ARTICLE F - PAID HOLIDAYS

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

- | | |
|---|---|
| New Year's Day (January 1 st) | Civic Holiday |
| Family Day (3 rd Monday in February) | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day (July 1 st) | Boxing Day (December 26 th) |

A tour that begins or ends during the twenty-four (24) hour period of the holiday, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

F.02 The Lieu day can be scheduled forty-five (45) days prior to and up to ninety (90) days following the paid holiday and will be taken on a mutually

agreeable time between the nurse and the Employer. Lieu days will not be unreasonably denied.

- F.03 A nurse may accumulate a maximum of fifty-two and one half (52½) hours of lieu time at any given time. The lieu time will be taken at a time mutually agreeable between the employee and Employer. Lieu time may be requested in addition to vacation time requested. Lieu time taken as full days may be taken singularly or concurrently.

Where a nurse has been unable to take her/his lieu time during the fiscal year, the nurse will be allowed to carryover fifty-two and one half (52 ½) hours of lieu time into the following fiscal year. If the nurse has more than fifty-two and one half (52 ½) hours of lieu time which have not been used during the current fiscal year, then the remaining lieu time will be paid out to the nurse on the last pay of the fiscal year.

A nurse may request the lieu time in a payment of some or the entire lieu bank. The request for payment of lieu time will be in writing to the Hospital, with at least two (2) weeks' notice prior to the pay period. The requested monies will be paid to the nurse within twenty-one (21) calendar days. Payment for lieu time will not attract any overtime premium.

ARTICLE G – JOB POSTINGS

- G.01 Notification to Unsuccessful Job Applicants

The parties agree that the Employer will notify all unsuccessful candidates for an ONA job posting, in writing, within a reasonable period of time but not greater than twelve (12) business days of the successful candidate accepting the position.

- G.02 Resource Nurse/Team Leader Position

Resource Nurse/Team Leader positions that are permanent and currently held by a Bargaining Unit member will not be required to be posted unless a vacancy occurs. Resource Nurse/Team Leader positions that constitute a vacancy will be posted hospital wide in accordance with the Collective Agreement.

Rotating Resource Nurse/Team Leader positions that do not create a vacancy will be filled by an expression of interest posted on the unit.

For both permanent and rotating Resource Nurse/Team Leader positions, successful candidates will be selected based on the criteria of Article 10.07.

In January of each year, the Employer agrees to provide and review with the local Union a list of the permanent and rotational Resource Nurse/Team Leader positions and incumbents. The Union will be notified of new or changed positions when they occur throughout the year.

ARTICLE H – BENEFITS

H.01 Part Time Benefits

The Employer agrees to provide Regular part-time nurses with a .5 commitment with the option of voluntary participation in the Dental, Extended Health and semi-private group plans set out in Article 17. It is understood and agreed that the part-time nurses who participate will assume the monthly premiums.

Payment will be by payroll deduction. The nurse may choose one or all of the benefits. The Employer will notify the Union of the benefit costs to part-time nurses each time the benefit costs are renegotiated by the Employer.

H.02 Early Retiree Benefits

Any bargaining unit nurse who retires early and wishes to participate in the benefit plans as outlined in article 17.01(h) will provide advance payment of the benefits as invoiced by the Employer.

The Employer will notify the Union of the benefit costs to retired nurses each time the benefit costs are renegotiated by the Employer.

ARTICLE I - JOB SHARING

I.01 It is agreed that the following conditions will govern the arrangements.

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis and the Employer shall reserve the sole right to determine the appropriateness of such arrangements.
- (b) Total hours worked by the job sharer shall equal (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two nurses with the approval of the Clinical Team Manager. Job sharers shall not be required to work any tours outside of the tours of the full-time position unless mutually agreed.

The job sharers being part-time nurses may make themselves available to work extra tours outside their job sharing line in accordance with D.03.

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 holidays and weekends that a full-time nurse is required to work.

- (c) The above schedules shall conform with the scheduling provisions of the full-time Collective Agreement.
- (d) It is expected that both job sharers will cover each other's incidental absences including vacations; however, if one job sharer is unable to cover the absence, the Employer will attempt to provide the necessary coverage.
- (e) 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.
- (f) 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 in the full-time position or, if available, another part-time position for which she is qualified. If she does not continue full-time, the position must be posted according to the Collective Agreement.
- (g) Either the Employer or the Association shall have the option of cancelling this agreement after providing the other party with thirty (30) calendar days written notice. The job sharer(s) will have the option of reverting back to a regular part-time position should this agreement be cancelled or changed.

ARTICLE J - EARNED VACATION

- J.01 The Employee may request vacation to be scheduled at any time during the year. The Hospital reserves the right to approve or deny vacation requests. Vacation will not be unreasonably denied. If so requested by the nurse, the Clinical Team Manager will give a nurse written reasons for denial of a vacation request.

- J.02 The vacation quota for nurses shall only include members of the bargaining unit and shall not include those members on maternity leave and long-term disability. The Employer will endeavour to post with the list the approximate number of full-time and part-time vacation requests that can be accommodated during the months of June, July, August and September.
- J.03 Requests for consideration to permit carryover of vacation entitlement from one-vacation year to another must be made in writing to the employee's immediate supervisor by the end of the fiscal year. In no case will an employee be permitted to carry forward more than one and one-half times (1½ x) the number of days of vacation they are entitled to annually.
- J.04
- (a) The vacation year shall be June 1st to May 31st.
 - (b) The vacation request list will be posted no later than March 1st of each year. Vacation preference will be submitted by the nurse to her immediate supervisor in writing by April 1st and vacation schedules will be posted by May 1st. The Employer will endeavour to schedule vacations on as equitable a basis as possible. Where a dispute arises between nurses requesting the same vacation time, and such request cannot be reasonably accommodated by the Employer, then seniority shall apply.
 - (c) Nurses who requested vacation on the vacation schedule/planner but whose request were not granted on May 1st, will be given priority for any further vacation that may be granted for the dates requested after the May 1st deadline unless they specifically request that their manager remove them from consideration.
 - (d) Nurses who request vacation after April 1st shall be granted it on a first come first served basis. The immediate supervisor or designate shall approve or deny the request in writing as soon as possible but no less than fourteen (14) calendar days of receipt of the request.
 - (e) Notwithstanding (a) above, the Hospital shall post a vacation request list no later than September 15th of each year. Nurses are to submit their vacation requests in writing to their immediate supervisor or designate by October 15th for the period of December 15th to January 10th. Christmas and New Year's schedule shall be posted by November 5th of each year.
- J.05 Unless the nurse requests otherwise, the weekend after her vacation shall be scheduled off. The Employer shall schedule the weekend prior to the vacation off.

J.06 Vacation pay will be provided in the first pay period beginning in June.

A part-time registered nurse, who will be on Maternity Leave of Absence in June, may submit to the Payroll Department a written request to “hold” the accumulated vacation pay in June. Such written requests shall be submitted to payroll by May 1st. A date should be specified for the vacation monies to be paid out prior to the registered nurse returning from Maternity Leave of Absence.

J.07 Vacation quotas for full-time and part-time nurses will be separate. For clarity, the approval of vacation requests will be on the basis of two distinct seniority lists: one for full-time nurses, and one for part-time nurses. When granting approval, the Employer will endeavour to reflect the ratio of full-time and part-time staff on a unit and the number of nurses that can be approved for vacation in any given period on that unit.

Vacation quotas for each unit will be provided to the Bargaining Unit President by March 31st.

J.08 Nurses may submit requests for vacation time off in single day or multiples thereof.

ARTICLE K – MISCELLANEOUS

K.01 The Employer will provide at least one bulletin board at each site. The space and the location of the boards is to be determined by mutual agreement.

K.02 The Association will be informed of the time of the interview to be held during the probationary period. The Employer agrees to provide the Association with the names of new employees prior to this time.

K.03 The Union will be provided seniority lists four times per year, to include all seniority to the completion of the first pay period(s) following March 1st, June 1st, September 1st, and December 1st. Unit based seniority lists will also be posted on each unit in accordance with these dates and these Unit based seniority lists will also be provided to the Union. Seniority lists will contain the Employee name, seniority date or hours, and patient care area. The Employer agrees to provide an up to date seniority list whenever a long term layoff is planned.

K.04 Hours of work as per Article 13 of the Central Agreement average out over a six (6), eight (8) or nine (9) week schedule and will not result in a payment of overtime premiums.

- K.05 In the case of an error in the calculation of the employee's statement of earnings, the Employer shall deposit the outstanding earnings into the nurse's bank account information on file on the next pay deposit. Upon request of the nurse, the Employer will provide the nurse with a makeup cheque no later than three (3) business days following, providing the makeup cheque is equivalent of one or more seven point five (7.5) hour tours.
- K.06 Where the Employer requires nurses to travel between sites, they will pay the applicable corporate mileage rate or taxi fare.
- K.07 The Employer agrees to provide two (2) competitive bids and consult with the Union prior to the printing of the Local Issues contract.
- K.08 Pursuant to Article 10.07(d) of the Central Agreement, full-time nurses may be considered for temporary full-time vacancies on the same basis as regular part-time nurses.
- K.09 Prepaid Leave Plan
- The number of nurses that may be on prepaid leave at any one time shall not exceed one (1) per unit.
- K.10 All ONA job postings will be copied to the Local President.
- K.11 Meal vouchers will be distributed by the Clinical Team Manager or designate to eligible nurses as per article 14.14 of the Collective Agreement.
- K.12 Supervisory Responsibilities
- Where the Employer assigns employees supervisory responsibilities under the *Occupational Health and Safety Act* [Section 25(25) (2)(a)], the Employer will ensure that the employee has received sufficient training to ensure competency under the *Act*.
- K.13 Before the commencement of a mentoring arrangement, an expression of interest re: Mentorship Program will be posted in the affected units for fourteen (14) days. Nurses interested in participating in the formal mentoring arrangement will indicate their interest in writing to their unit manager.
- K.14 The electronic posting of vacancies satisfies the posting requirements as per Article 10 of the collective agreement. An electronic posting board will be posted at every site. Job Postings will also be available on the hospital's intranet.

ARTICLE L - MODIFIED WORK, RETURN TO WORK, LTD, STD

L.01 The Employer shall endeavour to notify the President of the Local Nurses' Association within one (1) business day but no more than two (2) business days of becoming aware, the names of all nurses who go off work due to a work related injury or when a nurse goes on Long Term Disability.

L.02 The Hospital and the Union both recognize their obligations in facilitating the early and safe return to work of disabled Employees. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

- (a) A Return to Work Committee (RWC) will be established, the Bargaining Unit President and one (1) member of which will be representatives of the Union. The Bargaining Unit President and/or designate will attend and participate on the Committee. The parties agree that any cancelled RWC meeting will be rescheduled within two (2) weeks of the cancelled date.

The Union member will suffer no loss of regular earnings for attendance at such meetings. If the Union member is required to attend on their day off they will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings. Such hours are invisible for the purposes of determining premium.

The Hospital will provide an updated list of information to the RWC one (1) week prior to each monthly meeting including the following:

- i. Agenda
- ii. Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board Benefits;
- iii. Employees absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked;
- iv. Employees who require temporary or permanent accommodation in the workplace;
- v. A list of RN vacancies for the purposes of the return to work committee.

The Hospital will provide the RWC members a copy of the minutes of each monthly meeting within two (2) weeks following the completion of the meeting.

- (b) It is understood that it is the obligation of a disabled Employee in receipt of Short Term or Long Term Disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.

The Occupational Health Department will discuss the needs of Employees for accommodation as soon as possible with their respective manager or designate, and the Union and will advise the RWC as soon as possible when a return to their original position or unit has not occurred.

- (c) As soon as practicable the Occupational Health Department will meet with the affected Employee and their respective manager to create and recommend a return to work plan. The Union will participate and provide input to the return to work plan. The Union will be advised of the time and location of Return to Work meetings.
- (d) In creating a return to work plan, the disabled Employee's abilities and accommodation needs will be examined to determine if the Employee can return to her/his:
 - i) original position
 - ii) original unit
 - iii) original unit/position with modifications to the work area and/or equipment and/or the work arrangement
 - iv) alternate positions outside the original unit
- (e) The Occupational Health Department in consultation with the Union representative will examine opportunities for temporary accommodation until such time as an appropriate permanent accommodation is determined.
- (f) The Hospital will advise the Union of offers of permanent accommodation within or outside of the bargaining unit.
- (g) The parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the Hospital will consider the skills, ability and experience of the employees and will also consider ability to acquire skills, seniority and path of least disruption in the workplace.

- (h) The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation. The committee will review any circumstances where attempts to accommodate an employee have proved to be unsuccessful.
- (i) Before posting, the Hospital's Human Resources Department will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home unit.
- (j) Where such vacancies are within the bargaining unit, the Hospital will consult with the Union on the feasibility of an accommodation giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.
- (k) Whether or not the parties agree to waive the posting procedure in order to facilitate an accommodation and whether or not the position is within the bargaining unit, the parties will sign an agreement containing the details of the accommodation. The parties may also agree to a written agreement for temporary accommodations of extended duration.
- (l) The home position of a nurse who needs permanent accommodation may be posted under the following circumstances:
 - (1) The employee is permanently accommodated in another position or arrangement;
 - (2) the weight of the medical evidence establishes that there is no reasonable prospect of a return to their original position in the foreseeable future;
 - (3) the Hospital may elect to fill the disabled employee's home position by posting a temporary to permanent vacancy.
 - i) In so electing, the posting will be filled in accordance with the job posting provisions of the collective agreement.
 - ii) If and when it is confirmed that the disabled employee cannot return to their original position, the position may be offered to the incumbent on a permanent basis.
 - iii) Where a job offer is made for the vacancy, the successful applicant will be clearly advised of the

temporary status of the position and its potential permanency.

- iv) Filling of a disabled employee's home position does not remove the parties' duty to accommodate that employee.

L.03 The Employer agrees to provide the employee with a copy of the WSIB Form 7 at the same time as it is sent to the Board. With consent of the employee, the Employer agrees to provide the Local Union with a copy of the WSIB Form 7 at the same time as it is sent to the Board.

ARTICLE M – INTERNSHIPS

M.01 Internships

Access to Hospital Internships shall be through the standard job posting process. Job postings shall describe any specific terms and conditions of the internship not already covered below.

Selection into an internship program shall be on the basis of previous experience, critical thinking skills, problem-solving skills, and basic nursing assessment skills. Where the skills and abilities of the nurses being considered are relatively equal, seniority shall govern, providing that the successful applicant, if any, is sufficiently qualified to complete and meet the performance expectations of the program.

Upon being accepted into an internship program, the intern shall spend a minimum of 35 hours in the unit where she will eventually work before beginning the formal educational component of the program. These tours shall be worked on a shadow basis with a senior nurse, in order to familiarize the intern with the unit and its work environment. At the conclusion of this evaluation period, the nurse shall be given the opportunity of returning to her former position if she/he no longer wishes to work in the new area.

The intern will be required to complete a formal educational program at a local college or learning institute selected by the Employer for a period of a time determined by the specific qualifications or certification being sought. During this period, the intern will continue to be paid her regular nursing salary.

The intern will be required to actively participate in ongoing needs based assessment of her clinical needs with the designated nurse clinician or nurse mentor. The intern will therefore be expected to provide copies to the Employer copies of any tests and formal progress reports, including final

grades received, during the academic component of the program. A nurse who fails the academic portion of the program will be given the opportunity to repeat the failed components on her own time, pending which she may be placed in a vacant position for which she is already qualified or, if no positions are available, laid off under Article 10 of the Collective Agreement.

Upon beginning the practical component of the program, the intern will be expected to demonstrate ongoing learning while being mentored by senior staff on the unit.

A nurse successfully completing the internship program need not be considered for a further vacancy in the Hospital for a period up to eighteen (18) months following completion of the internship.

ARTICLE N – NEEDLESTICK AND SHARPS INJURIES

- N.01 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 O – VIOLENCE IN THE WORKPLACE

- O.01 Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of his/her employment. It includes the application of force, threats with or without weapons and severe verbal abuse. The Hospital agrees that such incidents will not be condoned. Any nurse who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
- O.02 The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.
- O.03 The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.

- O.04 The Hospital agrees to provide training and education on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- O.05 The Hospital, will inform the Joint Health and Safety Committee and the Union by a direct means immediately if a death or critical injury occurs.
- The Hospital will inform the Joint Health and Safety Committee and the Union in writing within three (3) days of any nurse who has been injured but not killed or critically injured as a result of or subjected to violence while performing his/her work.
- O.06 The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.
- O.07 The Employer agrees that, where there is a risk of violence, an adequate level of trained Employees must be present.

ARTICLE P – ATTENDANCE MANAGEMENT

- P.01 Nurses may request Union representation at all formal steps of the Attendance Management Program. The Employer will inform the nurse and the Union at least seven (7) calendar days in advance of the date, time, and location of the meeting. Nurses will be paid for any and all required meetings related to the Attendance Management Program.

LETTER OF UNDERSTANDING

RE: TRAVEL EXPENSE

The parties agree that where Association business requires staff to travel between sites; and where the Employer requires such Association representation to be present; that transportation will either be provided by the Employer or reimbursement of travel expenses will be made as per the "Use of Private Motor Vehicles for Hospital Business" policy.

Reimbursement is made by submitting a "Travel Expense Voucher" for approval to the Manager of Labour Relations or his/her designate and payment will be made within twenty-five (25) calendar days of request.

LETTER OF UNDERSTANDING

RE: PAY DEPOSIT

Whereas the Hospital has identified that is endeavouring to reflect the accumulated lieu time of nurses on their biweekly statement of earnings and deductions and;

Whereas the Hospital is currently investigating and considering any technical limitations that might prevent or delay the Hospital's ability to do so;

The Hospital will meet with the Union within ninety (90) days and advise the Union of what progress and/or determinations have been made in this regard.

LETTER OF UNDERSTANDING

RE: NOTIFICATION TO WORKERS OF PERSON WITH HISTORY OF VIOLENT BEHAVIOUR

Within ninety (90) days of ratification, the Employer in collaboration with the Union will co-present the proposal below to the Joint Health and Safety Committee (JHSC) and JHSC Violence Prevention Sub-Committee. The Employer and Union will recommend the proposal to be incorporated into the Hospital's workplace violence policy.

- a) The Employer and the Union recognize the Employer's obligation under Section 25(2)(h) to take every precaution reasonable to protect workers and Section 32.0.5 (3) of the *OHSA* to provide information, including personal information to a worker related to a risk of workplace violence from a person with a history of violent behaviour.
- b) The Employer in consultation with the JHSC or health and safety representative (HSR) shall develop an effective written measure and procedure to put in place for all staff who may be exposed to patients who have a history of violent behaviour.

Such a system may include electronic as well as physical flagging measures. These measures and procedures will be re-evaluated annually in consultation with the JHSC/HSR

LETTER OF UNDERSTANDING

RE: STANDBY (ON-CALL) PACU

The following applies to the PACU standby (on-call) only.

On weekends and holidays the 0830hr – 1630hr PACU nurse will be on standby (on-call) between 1630hr – 1830hr.

On weeknights (Monday – Friday), the 1515hr – 2315hr PACU nurse will be on standby (on-call) from 2315hr – 1200 midnight.

Nurses on standby (on-call) will be expected to stay after the end of their shift and assist in the PACU if needed. Nurse on standby (on-call) shall receive standby pay and/or premium pay in accordance with the Collective Agreement.

Standby (on-call) scheduling must be compliant with article D.14.

LETTER OF UNDERSTANDING

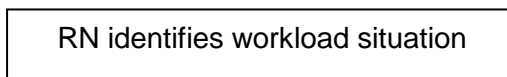
RE: PROFESSIONAL RESPONSIBILITY WORKLOAD PROCESS CHART

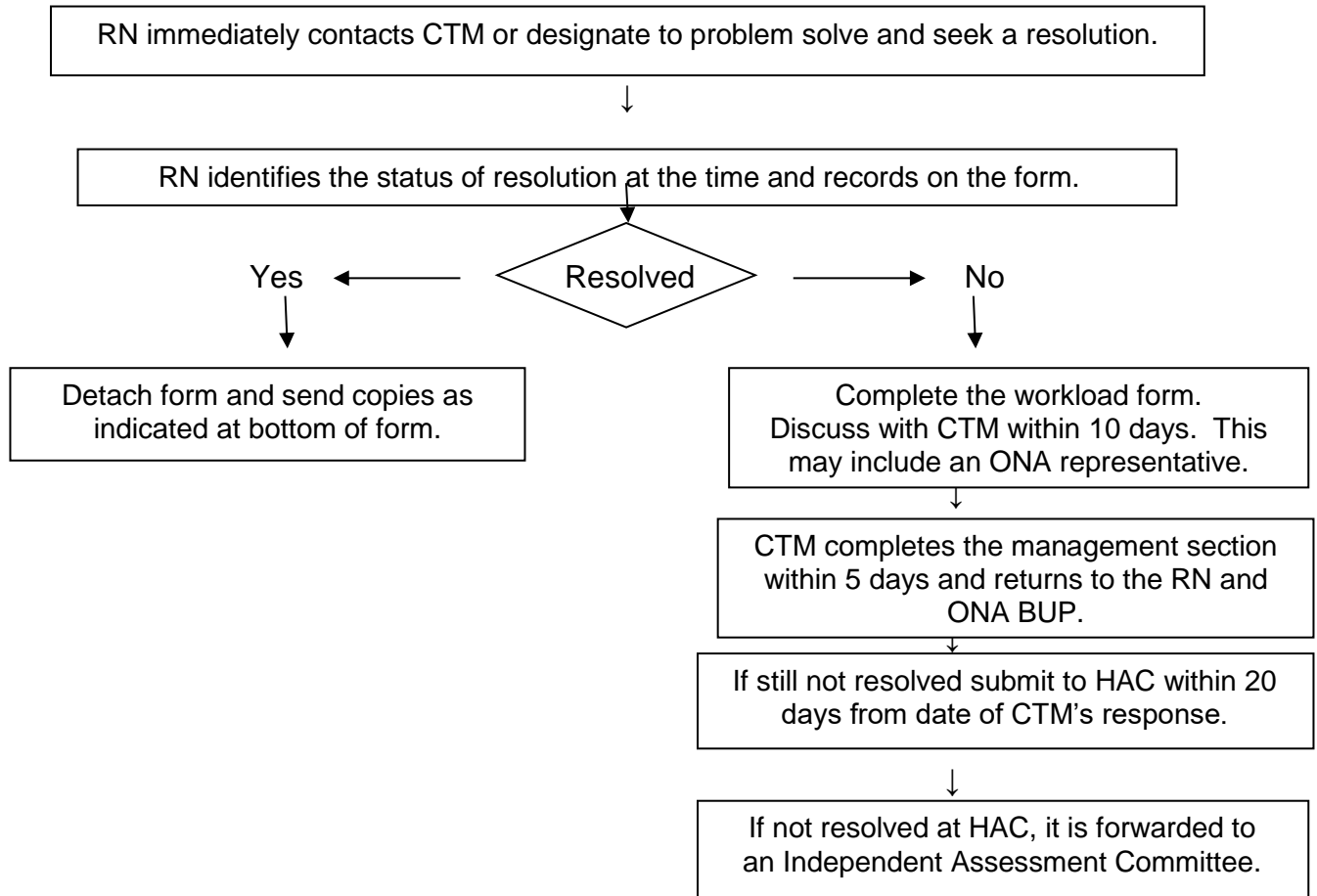
The parties agree that the Professional Responsibility Workload Process Chart in the Local Collective Agreement will be subject to revisions that reflect any changes made to Article 8 – Professional Responsibility of the Central Hospital Collective Agreement as a result of the 2014 Central Hospital Negotiations/Award.

Professional Responsibility Workload Process Chart

The chart below is a guide to filling out the Professional Responsibility Workload Report form. This chart is consistent with Article 8 of the Central Collective Agreement, and it is to be used as a tool for all members and management to communicate and move through the steps consistently when identifying a workload issue. The process is recognized as being collaborative in the problem solving approach to workload and the ability to provide safe and quality care in consistent with College of Nurses standards.

Workload Process





Note: The Union and Management may agree to extend timelines for referral at any stage of the complaint.

Designate would include Charge/Resource Nurse and/or Administrative Coordinator, Unit Coordinator or Clinical Team Manager.

LETTER OF UNDERSTANDING

RE: ELECTRONIC GRIEVANCE FORMS

The parties agree to trial the following over the course of this Collective Agreement on a without prejudice and precedent basis.

1. The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
2. The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
3. Electronic grievances may be sent, via e-mail, to the applicable manager and copied to Human Resources, or the identified designate.

4. The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
5. The Union undertakes to get a copy of the electronic version signed by the grievor.
6. 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.

LETTER OF UNDERSTANDING

RE: SCHEDULING OF RELIEF PERIODS AND MEAL BREAKS

WHEREAS Article(s) 13.01 (b) and 13.02 require that the scheduling of relief periods and meal breaks be determined by the local parties;

AND WHEREAS the parties desire there to be a consistent practice across the units of the Hospital with respect to the scheduling of relief periods and meal breaks;

NOW THEREFORE the parties agree to the following:

Scheduling of Meal Periods and Relief Periods

Regular tours (7.5 hours):

The first thirty (30) minutes of break time shall be considered the paid relief period and the second thirty (30) minutes will be considered an unpaid meal period.

Extended tours (11.25 hours):

The first forty-five (45) minutes of break time shall be considered paid relief period and the second forty-five (45) minutes of break time will be considered an unpaid meal period.

LETTER OF UNDERSTANDING

RE: REGISTERED NURSE PROFESSIONALISM IN THE WORKPLACE

The parties acknowledge the significant role Registered Nurses play in the delivery of high quality healthcare. We also recognize that it is important for patients and staff to be able to readily identify Registered Nurses who are widely disbursed throughout the hospital.

The parties will jointly promote the professional image and identity of Registered Nurses and will develop plans within the hospital to do so.

All hospital identification tags will clearly identify the employee as a Registered Nurse in a font that is clearly visible e.g. RN badge buddy.

LETTER OF UNDERSTANDING

RE: TEN (10) HOUR EXTENDED TOURS

Whereas the parties agree to a 10 hour tour for the Mental Health Crisis Intervention Team (MCIT), the following parameters will apply:

- (a) For employees 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 mealtime.
- (b) Employees shall be entitled to relief periods during the tour of a total of thirty-seven and one-half (37½) minutes. For the purposes of payment as referred to in Article 15.01 (d), the meal period on the night tour shall be scheduled during the first five (5) hours of the tour.
- (c) Employees working ten (10) hour tours will receive every second weekend off except where:
 - i) Such weekend has been worked by an employee to satisfy specific days off requested by such employee, or
 - ii) Such employee has requested weekend work, or
 - iii) Such weekend worked is the result of an exchange of tours with another employee.
- (d) Employees shall not be scheduled to work more than four (4) consecutive 9.375 hour tours.
- (e) At least 14.625 hours' time off will be scheduled between tours.
- (f) All provisions contained in the Central Hospital Collective Agreement pertaining to extended tours will apply to employees working ten (10) hour tours.
- (g) All provisions contained in this Appendix 5 of Local Issues will apply to employees working ten (10) hour tours unless expressly amended above.
- (h) Sixty (60) days' notice shall be given by either party to the discontinuation of this arrangement, then:
 - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for the discontinuation; and

- ii) where it is determined that the scheduling initiative will be discontinued, affected employees shall be given six (6) weeks' notice before the scheduling initiative is discontinued.

LETTER OF UNDERSTANDING

RE: ACCUMULATED LIEU DAYS

1. When technologically able to do so, the Employer will display the accumulated LIEU days available on a nurse's bank shall be displayed on each paystub.
2. The Employer will notify the Union 30 days in advance of the implementation of the LIEU days on paystubs.

LETTER OF UNDERSTANDING

RE: ELECTRONIC/PHONE SHIFT NOTIFICATION

1. RNs will designate in writing to the Employer their preferred shift offering mechanism (phone call or individual text messages only). Unless the parties agree otherwise.

Note: as per current practice if a nurse is working and would be eligible for the shift being offered, they will be offered the shift in person.
 2. Staff will not be contacted for shifts between the hours of 0030-0500 (unless there is an emergent situation in the hospital).
 3. Once a nurse deems their preferred method of contact (call or individual text), they will be offered the shift as per the collective agreement, whereby a call placed or individual text sent is a shift offered.
 4. All other articles of the Collective Agreement apply when offering shifts electronically.
-

Dated at North York, Ontario, this 31 day of October, 2023.

FOR THE EMPLOYER

Delia Veta-Attard

James Meades

FOR THE UNION

Michael Levey

Labour Relations Officer

Jane Pencier

Kyle Diaz

Victoria Agyemang

Andrei Korchagin
