

## **COLLECTIVE AGREEMENT**

Between:

**SCARBOROUGH HEALTH NETWORK**  
(hereinafter referred to as "the Hospital")

And:

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

Expiry: March 31, 2023

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**APPENDIX 3****SALARY SCHEDULES**

Nurses who hold a Temporary Class Certificate of Registration will be placed at the start level of the RN grid.

REGISTERED NURSE / NURSE REVIEWER / RESEARCH NURSE/DISCHARGE PLANNER/ REGIONAL COORDINATOR PCI ANGIOPLASTY, CATH LAB, OCCUPATIONAL HEALTH NURSE/UTILIZATION CASE COORDINATOR/ PATIENT FLOW COORDINATOR/DIABETES SPECIALIST

Step	April 1, 2021	April 1, 2022
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

Note 1: The 2 incumbents currently on the wage Grid for Occupational Health Nurse at the Centenary Site – Shanah Oliver and Nancy Turcotte will be green circled at their current wage rate. For clarity they will continue to receive ATB increases as per the Central Hospital Collective Agreement. The parties further agree should there be a wage grid adjustment in the future that puts the occupational health nurse grid higher than what the incumbents noted above are receiving they will then be placed on the grid at step that reflects their service and an increase in wages. This will become effective date of award.

Note 2: The incumbents currently on the wage Grid for Utilization Case Coordinator at the Centenary Site – Catherine Williams will be green circled at her current wage rate. For clarity she will continue to receive ATB increases as per the Central Hospital Collective Agreement. The parties further agree should there be a wage grid adjustment in the future that puts the Utilization Case Coordinator/Patient Flow Coordinator grid higher than what the incumbent noted above are receiving she will then be placed on the grid at step that reflects her service and an increase in wages. This will become effective date of award.

Note 3: The incumbents currently on the wage Grid for the Diabetes Specialist at General/Birchmount site Cathy Robb, Renuka Pranjivan, Krystyna Szwiega will be green circled at their current wage. For clarity they will continue to receive ATB increases as per the Central Hospital Collective Agreement. The parties further agree should there be

a wage grid adjustment in the future that puts the Diabetes Specialist nurse grid higher than what the incumbents noted above are receiving they will then be placed on the grid at step that reflects their service and an increase in wages. This will become effective date of award.

### **GEM NURSE**

Step	April 1, 2021	April 1, 2022
Start	\$37.15	\$37.52
1 Year	\$38.12	\$38.50
2 Years	\$38.49	\$38.88
3 Years	\$40.12	\$40.52
4 Years	\$41.80	\$42.22
5 Years	\$43.89	\$44.33
6 Years	\$45.95	\$46.41
7 Years	\$48.08	\$48.57
8 Years	\$51.16	\$51.67
25 Years	\$52.39	\$52.92

### **UNIT COORDINATOR/PATIENT CARE COORDINATOR**

Step	April 1, 2021	April 1, 2022
Start	\$37.15	\$37.52
1 Year	\$38.12	\$38.50
2 Years	\$38.49	\$38.88
3 Years	\$40.12	\$40.52
4 Years	\$41.80	\$42.22
5 Years	\$43.89	\$44.33
6 Years	\$45.95	\$46.41
7 Years	\$48.08	\$48.57
8 Years	\$51.16	\$51.67
25 Years	\$52.39	\$52.92

Incumbents will move to this grid effective date of award.

**REGISTERED NURSE FIRST ASSIST (RNFA)**

Step	April 1, 2021	April 1, 2022
Start	\$38.99	\$39.38
1 Year	\$39.16	\$39.55
2 Years	\$39.83	\$40.23
3 Years	\$41.78	\$42.19
4 Years	\$43.76	\$44.20
5 Years	\$46.22	\$46.68
6 Years	\$48.70	\$49.18
7 Years	\$51.19	\$51.71
8 Years	\$54.83	\$55.38
25 Years	\$55.78	\$56.34

Note: The incumbent currently on the wage Grid for RNFA at the Centenary Site – Annette Peddle will be green circled at their current wage rate. For clarity they will continue to receive ATB increases as per the Central Hospital Collective Agreement. The parties further agree should there be a wage grid adjustment in the future that puts the RNFA wage grid higher than what the incumbents noted above are receiving they will then be placed on the grid at a step that reflects their service and an increase in wages. This will become effective date of award.

**NURSE PRACTITIONER**

Step	April 1, 2021	April 1, 2022
Start	\$58.58	\$59.17
1 Year	\$59.08	\$59.67
2 Years	\$59.60	\$60.20
3 Years	\$60.09	\$60.69
4 Years	\$60.60	\$61.21
5 Years	\$61.10	\$61.71
6 Years	\$61.60	\$62.21
7 Years	\$62.12	\$62.75
8 Years	\$62.62	\$63.25
25 Years	\$65.15	\$65.81

Note 1: The incumbents currently on the wage Grid for Nurse Practitioner at the Centenary Site Janet Traverse, Mohan Singh, Rose Raizman, Ashlea Sampat, Anna (ania) Janik, Ying Huang, Barbara Bickle, Kirsty Morelli, that are at a wage rate which is higher than the agreed to wage rates, they will be green circled. For further clarity, the Nurse Practitioner's will continue to receive across the board increases as per the Central Hospital Collective Agreement. This shall become effective on the date of the award.

The parties further agree should there be a wage grid adjustment in the future that puts the Nurse Practitioner grid higher than what the incumbents noted above are receiving at the time of this award, they will then be placed on the grid at the step that reflects their corresponding years of service and an increase in wages.

For those Nurse Practitioners which are below the agreed to wage rates at the Centenary Site, they will be placed on the grid at a step that reflects their service and an increase in wages. This will become effective the date of the award.

Note 2: The Nurse Practitioners at the General/Birchmount site will be placed on the grid at a step that reflects their service and an increase in wages. This will become effective date of award.

**APPENDIX 4 SUPERIOR CONDITIONS**

**RE: EDUCATIONAL PREMIUM LEGACY SITES OF THE SCARBOROUGH HOSPITAL**

Educational Premiums as provided for under Article 19.09 are as follows:

The Employer will pay to a nurse the single highest premium among the following educational premiums for which she/he is eligible, provided she/he has presented satisfactory proof of standing in a course recognized by the Employer:

*A Post Graduate course in the clinical field in which she/he is employed	\$ 15.00 per month
Bachelor's Degree in Nursing	\$ 80.00 per month
*Master's Degree in Nursing	\$120.00 per month

Part time nurses will receive the education premium on a pro-rated basis.

\*Payable to employees who currently receive this benefit as of the Date of the Award at the Legacy Scarborough Hospital site.

**APPENDIX 4 SUPERIOR CONDITIONS**

**LEGACY SITES OF THE SCARBOROUGH HOSPITAL**

RE: Scrub Dresses

**THE EMPLOYER AGREES TO PROVIDE THE FOLLOWING:**

Scrub Dresses and/or pant outfit supplies and laundered

- Operating Room
- PACU
- Family Maternity Centre
- Endoscopy
- Cysto
- Minor Operating Room

Uniform Allowance of \$72.00 per year (full-time) and \$36.00 per year (part-time), if not supplied by the Hospital. Notification will be provided to the Union when additional areas require scrubs.

Only applicable to employees employed at the General Birchmount Sites.

## **ARTICLE A – RECOGNITION**

- A.1 The Employer recognizes the Union as the exclusive bargaining agent of all registered and graduate nurses employed by the Scarborough Health Network, engaged in a nursing capacity, save and except Clinical Educators/Facilitators, Clinical Practice Leaders, Clinical Nurse Specialists, Infection Control Nurses, Case Manager Nurses, Managers and persons above the rank of Manager.

## **ARTICLE B – MANagements RIGHTS**

- B.1 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, schedule, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff, recall, and suspend and otherwise discipline nurses, provided that if a nurse claims she/he has been discharged, suspended or disciplined without just cause, a grievance may be filed and dealt with in accordance with the grievance procedure;
  - (c) 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.
  - (d) determine the kind and location of equipment to be used, the allocation and numbers of nurses required from time to time, the services to be performed, the methods, procedures and equipment in connection therewith, and all other rights and responsibilities of management not specifically modified elsewhere to this Agreement.
- B.2 The Employer will exercise its rights in a manner consistent with the provisions of this Agreement.

## **ARTICLE C – UNION COMMITTEES AND REPRESENTATIVES**

The Hospital shall recognize temporary substitution(s) appointed by the Union.

The Union undertakes to send the Hospital a list of all Employees who are set out in the following committees.

C.1 Negotiating Committee

There shall be up to seven (7) representatives on the Negotiating Committee.

C.2 Grievance Committee

There shall be up to five (5) representatives on the Grievance Committee.

C.3 Union Representatives

The Hospital recognizes the Union's right to represent its members. There may be a Union Representative recognized as the site representative for each site.

C.4 Union-Hospital Committee

There shall be up to seven (7) representatives of each of the parties on the Union-Hospital Committee. Scheduling will be standing agenda items of the Union-Hospital Committee.

C.5 Interview of New Hire

The Union interview for all newly hired nurses shall be scheduled by the Hospital to take place during the nurse's orientation period. The Hospital agrees to provide the Union with the names and units of the new nurses that are available, by email, on the Monday prior to the orientation. Both parties recognize this information is subject to change.

C.6 Professional Development Committee

There shall be up to seven (7) representatives of each of the parties on the Professional Development Committee.

C.7 Occupational Health and Safety Committee

The Hospital will recognize one (1) bargaining unit employee(s) for each of the Joint Occupational Health and Safety Committee(s) and one (1) alternate. When the regular member of the Committee is not available, she/he may be replaced by the alternate, appointed by the Union.

Note: The Hospital will recognize two (2) bargaining unit employees at Centenary Site and 1 each at General and Birchmount sites as per JHSC terms of reference as amended from time to time.

## **ARTICLE D – SCHEDULES OF WORK**

### D.1 (a) Master Schedules

- i) Where possible, master schedules will be created for a full time nurse. Where existing master schedules exist for part-time nurses they will continue, consistent with the following process.
  - ii) Where master schedules are introduced to a unit, nurses may indicate their selection by seniority.
  - iii) Notice to change the master schedule will be provided in writing sixty (60) days in advance.
  - iv) When master schedules are revised, selection of new lines shall be on the basis of seniority taking into consideration, skill mix, experience and skill distribution.
  - v) A copy of all new or revised master schedules will be provided to the Bargaining Unit President for review prior to being implemented.
- (b) When an individual line of a master rotation is permanently vacated, nurses on the unit may request to move to the vacated line in accordance with seniority and they have the necessary skill mix, experience and skill distribution. Approval of such request shall not be unreasonably or arbitrarily denied.

### D.2 General Scheduling Provisions for 7.5 Hour Tours, 11.25 Hour Extended Tours,

#### Ten (10) Hour Extended Tours, and Self Scheduling

- (a) Shift schedules for nurses shall be posted six (6) weeks in advance for a minimum of six (6) weeks and a maximum of fourteen (14) weeks. Staff will be notified in advance when schedule duration is to be changed.
- (b) Requests for specific days off must be submitted in writing at least three (3) weeks prior to the posting of the schedule.
- (c) The first (1st) shift of the day shall be the day tour.

- (d) The Employer will endeavour to schedule approximately fifty (50%) percent of shifts on the day tour, except as agreed otherwise by the Employer and the Employee.
- (e) Full time nurses scheduled hours will total 225 averaged over the six (6) week scheduling period.
- (f) At least forty-eight (48) hours' time off shall be scheduled following the completion of night tour(s). Should forty-eight (48) hours' time off not be given, premium payment as set out in Article 14.03 shall apply for all hours worked on the next tour.
- (g) Tour Exchange - Agree To Apply To All Schedules
  - i) employees wishing to exchange shifts shall be on their home unit.
  - ii) an employee exchanging shifts must have the appropriate training, skill and qualification to perform the shift. The determination of appropriate training, skill and qualifications are at the sole discretion of the manager or designate.
  - iii) double tour exchanges (i.e. same tour exchanged twice) will not be allowed unless unforeseen circumstances arise and are communicated to the manager and approved.
  - iv) Tour exchanges shall not result in additional premium payments.
  - v) All proposed tour exchanges must be approved by the manager or designate at their sole discretion. All shifts being exchanged must be within the posted schedule.
- (h) Weekend Scheduling
  - (a) A full-time nurse will be scheduled to work a maximum of fifty percent (50%) weekends. A regular part time nurse must be available to be scheduled to work 50% of weekends.
  - (b) Should a nurse be required to work more than two (2) consecutive weekends, she/he shall be paid in accordance with Article 14.03 for the third weekend, and every consecutive weekend until a weekend off is scheduled 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
- ii. such weekend is worked as a result of an exchange of tours with another nurse.

For the purpose of this section, a weekend off is defined as a period of seven (7) consecutive tours of which six (6) tours are between 2330 hours Friday and 2330 hours Sunday inclusive.

(i) Split Tours

There will be no split tours.

(j) Christmas and New Year Period

Scheduled consecutive days off at New Year's will include December 31st at the start of the day shift 0730 hours, January 1st, January 2nd and up to January 3rd at the start of the day shift.

- i) A nurse will be scheduled off work for not less than five (5) consecutive days at either the Christmas or New Year's season, except in areas which are not normally required to work on weekends and holidays, or if the employee is granted both Christmas and New Year's. Statutory holidays will be utilized to enable the minimum of five (5) consecutive days off. Scheduled consecutive days off work at Christmas will include the December 24th at the start of day shift, December 25th, December 26th and up to December 27<sup>th</sup> at the start of the day shift.

It may be necessary to waive the scheduling parameters during this period of time. *The Hospital will provide the Union with the Christmas and New Year's season schedule by October 31<sup>st</sup>.*

It is understood that scheduling provisions will not apply to the extent necessary to accommodate five (5) consecutive days.

A nurse will be scheduled to work at either Christmas or New Year's season unless she requests to work both.

For those units that operate 24/7 over the Christmas/New Year's time period. Managers shall post a Preference Sheet

by 1500 hours on the first (1st) Tuesday of September each year for the nurses to identify their preference for either Christmas or New Year's time off in their respective units. The Preference Sheet will be removed the last Tuesday of September.

Conflicts will be resolved by alternating the holidays worked from one (1) year to the next and by utilizing seniority. The Hospital will endeavour to schedule nurses to their choice of shift over the Christmas/New Year's period. This may result in nurses being scheduled to work shifts other than their normal routine during this time period.

Nurses hired after the last Tuesday in September of each year shall be assigned their Christmas or New Year's time off by their manager.

- ii) Nurses scheduled to work Christmas and a New Year's will be scheduled to work the opposite holiday the following year. If a nurse is able to have the same holiday off, this will be granted on the basis of seniority moving down the seniority list each year. The same provisions apply if both holidays are granted off in one year.

(k) Shift Changes

A nurse will not be required to change shifts more than once during a work week unless mutually agreeable.

l) Scheduling Requests

Nurses may request that they be scheduled to work either permanent nights or evenings. Requests will not be unreasonably denied. The Hospital may schedule a nurse at a mutually agreeable time to work two (2) weeks of day tours per calendar year for education and evaluation. The unit manager shall provide the nurse a minimum of six (6) weeks' notice in writing of such rotation to the day shift.

(m) Extended Tours

Full time nurses scheduled hours will total 225 averaged over the six (6) week scheduling period.

At least forty-eight (48) hours' time off shall be scheduled following the completion of night tour(s). Should forty-eight (48) hours' time off

not be given, premium payment as set out in Article 14.03 shall apply for all hours worked on the next tour.

### D.3 Scheduling for 7.5 Hour Tours

#### (a) Scheduling Provisions for Nurses Working 7.5 Hour Tours

The Hospital will utilize the following objectives in the formulation of working schedules for 7.5 hour tours.

- i) Not more than seven (7) consecutive days of work will be scheduled without the nurses' consent. Two (2) calendar days off will be scheduled following the completion of the seven (7) tours worked. Where the Employer requires a nurse to work an eighth consecutive tour, she/he shall be entitled to premium payment for the eighth tour, and every successive tour until a day off is scheduled.
- (b) Regular days off shall normally be scheduled consecutively in groups of two (2) days off, unless such days off results in overtime payment.
- (c) At least forty-eight (48) hours' time off shall be scheduled following the completion of night tour(s). Should forty-eight (48) hours' time off not be given, premium payment as set out in Article 14.03 shall apply for all hours worked on the next tour, unless the forty eight (48) hours was not given at the request of the nurse.
- (d) At least sixteen (16) hours time off will be scheduled between tours of duty. Should the hospital schedule a nurse to work without sixteen (16) hours time off then the nurse shall be entitled to premium payment as set out in Article 14.03 for the next tour. Such premium payment shall not apply where sixteen (16) hours time off are not provided based on a nurse's request. In units with staggered start times for shifts, the requirement for time off between tours shall be twelve (12) hours.
- (e) For the purpose of this section, a weekend off is defined as a period of seven (7) consecutive tours of which six (6) tours are between 2330 hours Friday and 2330 hours Sunday inclusive.
- (f) The Hospital will attempt to schedule nurses to rotate the two (2) tours of their preference (day/evening or day/night). However, for the continuance of efficient operation, the hospital reserves its right to assign a nurse to a tour other than her/his preference.

#### D.4 Scheduling for Ten (10) Hour Extended Tours

(a) The parties agree that all the terms of the Collective Agreement as outlined in the Central document and Local Provisions shall apply, save and except those provisions modified by this article.

i) Hours of Work

(A) For nurses working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four hour (24) period, exclusive of a total of thirty-seven and one-half (37½) minutes unpaid meal time.

(B) 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 (37½) minutes.

(C) For the purposes of payment as referred to in Article 13.01 (d), the meal period on the night tour shall be scheduled during the first five hours of the tour.

ii) Shift Premium

Nurses working ten (10) hour tours shall be paid shift premium for all hours worked between 1530 and 0730 hours.

iii) Overtime (Article 14)

For nurses working ten (10) hour tours, overtime shall be paid at the rate of time and one half (1 ½) the employee's regular straight time hourly rate for all work performed in of 9.375 paid hours in a twenty four (24) hour period, it being understood that at the change of tour, there will normally be additional time required for reporting, which shall be considered as part of the normal daily tour, for a period of fifteen (15) minutes duration. Should the reporting time extend beyond fifteen minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 14.

iv) Scheduling Objectives

The following scheduling objectives contained in the Collective Agreement shall apply to all nurses working ten (10) hour tours as follows:

- (A) Nurses shall not normally be scheduled to work more than four (4) consecutive 9.375 hour tours. If an employee works five (5) consecutive tours, she or he shall receive a minimum of two (2) days off.
- (B) To accommodate flexible start times there shall be at least twelve (12) hours' time off will be scheduled between tours.
- (C) The weekend is defined as commencing at the completion of the day tour Friday and concluding not less than fifty-six (56) hours later. The commencement time will vary in the event a nurse works on a permanent tour.

D.5 Reassignment

The reassignment to other patient areas (floating) will occur in the following manner. An employee will not float during their probationary or orientation period. This will not apply to casual employees if they have not completed their probationary hours in a 6-month period.

Volunteers will be requested first. Employees will float by rotation, according to seniority, in the following manner:

- (a) NRT nurses by order of reverse seniority
- (b) Casual part-time nurses in order of reverse seniority
- (c) Regular part time nurses in order of reverse seniority
- (d) Full time nurses in order of reverse seniority.

It is understood that nurses who are reassigned will be assigned to work along with a nurse from the receiving unit.

D.6 Tour Less than 7.5 Hours

Where a part-time employee(s) is scheduled to work less than a normal tour (7.5 hours), Article D.4 Scheduling regulations in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum, depending on the Unit needs.

- (b) Where a part-time nurse(s) is scheduled to work less than a normal tour (7.5 hours), Article I in its entirety applies except as amended by the following:
- i) Nurses working shifts of less than 7.5 hours shall be granted a paid rest period.
  - ii) No part-time nurse will be scheduled solely on tours, which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the nurse or the hospital establishes a clinic which only operates for a period that is less than 7.5 hours, in which case all nurses will be scheduled on the short shifts.
  - iii) There shall be no scheduled tours less than four (4) hours.
  - iv) There shall be an equitable distribution of such tours among the part-time nurses expressing availability on the unit.
  - v) Premium payment as per Article 14 of the Central Collective Agreement applies to all hours worked beyond the booked shift.
  - vi) The nurses working six (6) hour tours shall be entitled, subject to the exigencies of patient care, to a fifteen minute relief period. The nurse will be paid 5.5 hours, which consist of 5.25 hours worked and one fifteen minute relief period and one thirty minute unpaid meal break.
  - vii) For a five (5) hour shift or less, employees will receive one fifteen minute paid break.

The Hospital and the Union will meet as required to evaluate the utilization, and effectiveness of tours of less than 7.5 hrs.

#### D.7 12 Hours Extended Tours Scheduling

The following scheduling provisions shall apply to all nurses working the extended tour:

- (a) Not more than (3) consecutive extended tours shall be scheduled. Where the Employer requires a nurse to work a fourth (4th) consecutive tour, she/he shall be entitled to premium payment for the fourth (4th) tour, and every successive tour until a day off is scheduled.

- (b) At least twelve (12) hours' time off will be scheduled between shifts.
- (c) The Employer will not schedule split shifts.
- (d) Shift schedules for nurses shall be posted six (6) weeks in advance for a minimum of six (6) weeks and a maximum of fourteen (14) weeks. Staff will be notified in advance when schedule duration is to be changed.
- (e) The Employer will schedule fifty (50%) percent of weekends as weekends off.
- (f) In the event that this agreement fails to properly determine the basis of applying any term of the existing Collective Agreement, the parties agree that nurses working the extended hours' schedule should receive the equivalent benefits to which they would be entitled to had they been scheduled on the basis of the normal 7.5-hour shift.

D.8 Voting/ Trial Process for Twelve (12) Hour Extended Tours, Ten (10) Extended Tours, Innovative Schedules and Self Scheduling

Scheduling Initiatives may be proposed by either party in areas in the hospital for a six (6) month trial period where, by secret ballot conducted by the Hospital – Union Committee, seventy- five percent (75%) of the nurses in any unit indicate willingness to work within an innovative schedule. Prior to voting for a six (6) month trial period, the proposed schedule shall be posted for four (4) weeks prior to voting. Following the six (6) month trial period, a secret ballot will be conducted by the Hospital – Union Committee and where seventy-five percent (75%) of the nurses affected by the innovative schedule arrangement indicate a desire to continue the innovative schedule, an innovative schedule work week may be adopted on a permanent basis.

All nurses except casual on the affected unit will be entitled to vote. The union and the hospital will, with mutual agreement, schedule the dates for the vote;

Notice Period for Discontinuation

Either party may, upon twelve (12) weeks' notice, terminate the agreement with respect to adverse patient care and failure to make a workable innovative schedules shall be discontinued on any unit where seventy-five (75%) percent of the nurses effected by the innovative schedule arrangement so indicate by secret ballot, conducted by the Hospital- Union Committee.

## D.9 2 Day 2 Night (2D2N) Rotations

All schedules will be done on the basis that each full-time nurse will be scheduled nineteen hundred and fifty (1950) hours per calendar year. In order to schedule 1950 hours per calendar year, the parties will use either lieu days, vacation or additional shifts at a regularly hourly rate to fulfil the required hours. The DDNN or the DDEE schedule agreed upon will not be altered.

The scheduling provisions contained in Article D are applicable save and except for the following:

- (a) A full-time nurse will not be scheduled to work more than four (4) consecutive extended tours. Premium pay will be paid for all hours worked on a fifth (5th) scheduled tour and all subsequent scheduled tours until a day off is received.
- (b) Full-time nurses will be scheduled based upon the agreed upon DDNN schedule to work between three (3) and six (6) weekends in a row. Premium pay will be paid for all hours worked on a seventh (7th) consecutive weekend and all subsequent consecutive weekends until a weekend off is received save and except where
  - i) Such weekend has been worked by the nurse to satisfy specific days off required by such nurse.
  - ii) Such weekend is worked as a result of an exchange of shifts with another nurse.

## D.10 Self-Scheduling

- (a) Self-Scheduling Guidelines
  - i) Unless discontinued, self-scheduling will occur for twelve (12) months of the year.
  - ii) Scheduling will be as per the Collective Agreement, except as modified herein.
  - iii) D/E and D/N shifts must be split 50% unless there is a prior agreement to work permanent evenings or nights.
  - iv) Staff must work weekends in accordance with the collective agreement.

- v) No splitting of weekends, e.g. Saturday and Sunday always same shift.
- vi) Staff will be divided into groups. The groups will be determined by the manager.
- vii) A facilitator(s) will be assigned to assist with scheduling and availability.
- viii) Each group will rotate into position where they will have first choice in choosing to work available shifts.
- ix) Each group will have up to four (4) days to schedule their shifts for the upcoming six (6) week schedule, beginning with the first choice group, or they will lose the opportunity and must wait until the other groups have made their choices
- x) The four (4) day time sign-up period for the leftover shifts will be implemented following the last groups to schedule. Part-time group members will be notified of the shifts per person they can sign up for.
- xi) Any leftover shifts will be assigned by the manager.
- xii) In the event that a group member will not be available at sign-up time, it is their responsibility to speak to the facilitator to fill in scheduling requests by proxy.
- xiii) The Manager may implement necessary changes in schedule to meet the requirements of the collective agreement, correct scheduling violations, and meet the staffing needs of the unit.
- xiv) The Manager will approve the finalized schedule. Changes to the posted schedule will require approval of the Manager or designate.

#### D.11 Part-time Employees

##### a) Regular Part-time Commitment

Regular part-time employees must be available for work, as required, on the following basis:

- i) To be available to work if required fifty-two weeks per year minus their individual vacation entitlement.

- ii) To regularly rotate on at least 2 shifts and work extended tours as required.
- iii) To work if required forty-five hours per pay period.
- iv) To be available to work Christmas or New Years.
- v) To be available as required to work fifty (50) percent of the remaining paid holidays except when the department does not work designated holidays; and
- vi) For those units that operate 24 hours a day and seven days a week, to be available, as required, to work fifty percent (50%) of the weekends minus their individual vacation entitlement.

It is understood that this shall not be, nor construed to be, a guarantee of working schedules and some part time employees may be scheduled to work less than set out in "D.11 (iii)".

#### Regular Part Time Scheduling

- (a) Prior to posting the schedule, shifts shall be equitably distributed up to commitment among the regular part-time nurses in each unit over a pay period.
- (b) It is understood that the Employer will not be required to offer tours which would result in overtime premium pay; and
- (c) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Employer are made.
- (d) Provided they are qualified, nurses shall submit their written availability in a manner prescribed by the Employer to work additional tours on more than one unit.

#### D.12

#### After the Schedule is Posted

- (a) Once the schedule has been posted part-time employees shall indicate availability in a manner prescribed by their Employer. Additional tours shall be offered singularly, according to written availability and offered first to the most senior regular part-time nurse not scheduled up to their commitment and in descending order of seniority.
- (b) A tour is deemed to be offered whenever communication is made by the employees preferred method.

D.13 Scheduling of Overtime Tours

All overtime shifts will be offered by seniority, to those who have declared their availability, in this order, full-time, part-time, casual, and will be equitably distributed in each pay period.

Extra shifts resulting in premium pay will only be offered after all opportunities to pay at regular time have been exhausted.

Part time staff are only to be offered overtime if they are in an overtime position.

D.14 Casual Availability

- (a) Casual employees will declare on a bi-weekly basis their availability for work in a manner prescribed by the Employer

**ARTICLE E – LIEU TIME**

- E.1 Where an employee has worked an accumulated approved hours for which he/she is entitled to be paid premium pay (other than hours related to working on paid holidays) such employee shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e. where the applicable rate is time and one half, then time off shall be at time and one half). Such time off shall not accumulate in excess of seventy-five (75) hours in a fiscal year and must be taken at a mutually agreed time within 60 calendar days of accrual or be paid out at the rate of which the time was earned within the current fiscal year. Such time off to be scheduled at a mutually agreeable time and is inclusive of weekends.

**ARTICLE F – STANDBY**

- F.1 The hospital agrees that stand-by will be distributed on an equitable basis among the qualified nurses, who normally perform the work, except in units where the Union and the Hospital agree to alternative agreements.
- (a) A nurse who is called in, shall receive relief and lunch breaks in accordance-with the Collective Agreement.
- (b) A nurse who is called in to work and works a minimum of four (4) hours, and works to 0100 hours or beyond, and is scheduled to work in the next twenty-four (24) hours will be permitted leave with pay for

that part of his/her next shift to allow a minimum of twelve (12) hours between the end of the overtime assignment and the commencement of work on the regularly scheduled shift.

- (c) Should the nurse not wish to work any remaining hours in the shift referred to in clause F.1 (b), she may be granted time off without pay. The nurse may choose to use either vacation, stat or lieu time for those remaining in order to make up for the scheduled hours.
- (d) A nurse will notify the Charge nurse or the Manager that he or she wishes to be relieved after sixteen (16) hours of work; the Hospital may shall relieve that nurse from duty. Premium pay as per Article 14.03 will apply if the nurse is not relieved.
- (e) Where possible, The Hospital will provide parking in close proximity to the Hospital.
- (f) A nurse assigned to standby shall not be assigned to take call for more than four (4) consecutive days, consecutive weekends, except where the Union and the Hospital agree to increased days to meet the needs of the unit.
- (g) Standby assignments shall be posted at the same time as schedules are posted. Once the schedule is posted, nurses would not be scheduled for additional standby unless mutually agreed. Nurses shall be permitted to exchange their standby assignments, subject to the approval of the manager. Exchange of standby shall not result in any overtime/premium payment. If a nurse is unable to fulfil her assigned standby after the schedule has been posted, the least senior nurse currently scheduled with the necessary skill shall be assigned to standby if no volunteers available, on a rotational basis in reverse seniority.
- (h) Nurses required to be on standby shall be provided with means of communication.
- (i) The employer will make available rest areas for nurses scheduled for standby, which can be locked.
- (j) Telephone Consultation Employees who are required to provide professional services over the telephone while on stand-by (without returning to the hospital) shall be entitled to a minimum of 15 minutes' pay for a call received between 0700 hours and 2300 hours, and 30 minutes' pay for a call received between 2300 hours and 0700 hours, at time and one-half times (1 ½) her regular straight time hourly rate, or equivalent time in lieu, per call, regardless of the duration of the call. Any additional time spent on the call over and above the initial

minimum time shall be compensated at the same rate but in minimum fifteen (15) minute increments. The employee will complete a record of calls on a form following the period of the call. A call received during a period for which one of the aforesaid minimums is payable as a result of an earlier call will be treated for these purposes as a continuation of that earlier call.

## **ARTICLE G – VACATIONS**

### **G.1 Vacation Guidelines**

- (a) Vacation entitlement for nurses will be calculated as at their adjusted hire date in any year.
- (b) Vacation guidelines for nurses will be reasonable and separate and apart from other hospital employees. All nurses shall receive vacation in accordance with Article 16.01 as of the Employer's vacation entitlement determination date in any year.

### **G.2 Scheduling**

- (a) The employer will provide the weekend off prior to the commencement of vacation and at the completion of vacation for one (1) vacation period during the period of July 1st to Labour Day and one additional period. The nurse will indicate at the time of her/his vacation request which vacation she/he wishes to commence with a weekend.
- (b) The hospital will endeavour to accommodate the wishes of nurses with respect to their choice of vacation dates, subject to the needs of the hospital and the terms of the collective agreement. The hospital will post by February 1<sup>st</sup> a vacation planner for the period of May 1<sup>st</sup> to April 30<sup>th</sup>, in each unit. Each nurse employed in the unit should indicate prior to the last weekday of February her/his preference for that vacation period, in the event of conflict seniority shall govern. The vacation request shall be confirmed by April 15<sup>th</sup>.
- (c) At the time the vacation schedule/planner is posted in each unit, the Hospital will ensure that vacation quotas for full-time and part-time nurses applicable to each unit are also posted for each period of time covered by the vacation schedule/planner. The vacation quotas indicated on the schedule/planner will represent the maximum number of nurses that will be granted confirmed vacation by the vacation confirmation deadline of April 15<sup>th</sup> for a given period.

- (d) Such vacation quotas shall be based on the operational needs of the hospital and shall not be unreasonably restrictive. Vacation quotas will be communicated in the form of the number of full-time and part-time nurses, respectively, to be granted time off in each unit at any given time during the twelve month (12) period to be covered by the vacation schedule/planner. It is agreed that during the Christmas and New Year's season (as referred to in the Collective Agreement) the quota may be reduced on a particular unit due to operational needs of that unit.
- (e) Nothing restricts the right of management to consider and/or grant additional vacation requests beyond the published quotas after the April 15<sup>th</sup> vacation confirmation deadline
- (f) Nurses who requested vacation on the vacation schedule/planner but whose request were not granted on April 15<sup>th</sup>. on the account of the quotas established for their units will be given priority for any further vacation that may be granted for the dates requested after the April 15<sup>th</sup>. deadline unless they specifically request that their manager remove them from consideration. Requests made on the vacation schedule/planner will be considered on the basis of seniority. Any vacation requests received after the posting period shall be considered after those that were made on the vacation schedule/planner (and not otherwise withdrawn) shall be considered on a "first come first serve" basis.
- (g) If requested, the Employer will grant the maximum of two (2) weeks of vacation (seventy-five (75) hours or the equivalent of two (2) weeks worked) during July 1st – Labour Day to nurses with four (4) or less week's annual vacation entitlement.
- (h) Nurses with five (5) weeks or more annual vacation entitlement will be allowed to request 50% of their entitlement during the time period July 1st – Labour Day.
- (i) For vacation requests between June 15 and September 15 nurses may indicate in order of their preference their 1st, 2nd and 3rd preferred vacation request periods. If none of these preferences are able to be granted the nurse will be so advised prior to April 1 and will be given the option of selecting another preference by seniority during this period from the remaining available time.
- (j) A nurse may cancel approved vacation, with manager's agreement, with a minimum of twenty-eight (28) days' notice prior to the posting of the schedule for which the vacation is to be taken

- (k) It is understood that each year a maximum of five (5) vacation days time may be taken as single days.
- (l) Nurses who transfer to another unit and have been granted vacation prior to transferring will have that approved vacation honoured by the receiving unit.

## **ARTICLE H – DESIGNATED HOLIDAYS**

H.1 The following are recognized as holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (part - time only)
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day
1 Floating day (full-time only)	

H.2 Where a nurse is entitled to a lieu day, such designated holiday lieu day shall be granted thirty (30) days before or ninety (90) days after the date on which the holiday was observed, to be taken on a day mutually agreed to between the Hospital and the nurse. Such agreement will not be unreasonably withheld by either the Manager or the nurse.

If any of the above mentioned holidays occur on a full-time nurse's day off, another day off in lieu thereof within thirty (30) days before or ninety (90) days after will be granted as agreed upon by the nurse and her/his Manager or designate.

H.3 Where a tour that begins or ends during the twenty-four (24) hour period of the above designated holidays, only the hours worked on the actual holiday will be at premium payment.

H.4 If permitted by law, the parties agree that, for the life of the Collective Agreement, Canada Day as designated in F.1 shall be July 1; Christmas Day as designated in F.1 shall be December 25; and Boxing Day as designated in F.1 shall be December 26. If any other date is designated for any of the above holidays, the date in this letter shall be deemed to be the date of the Holiday, and premium pay will not be forthcoming for any other day.

## **ARTICLE I – MODIFIED WORK**

- I.1 The Hospital will notify the Bargaining Unit President and the Labour Relations Officer of the names of all employees who go off work due to a work related injury or when an employee goes on LTD.

The information provided will include;

- (a) date and type of injury
- (b) current listing of ONA members on a rehabilitative return to work program
- (c) current listing of all ONA members off for thirty (30) days or longer due to illness

When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with a member of the Local Executive to discuss the circumstances surrounding the nurse's return to suitable work. It is agreed that the Labour Relations Officer will also be notified and may attend any such meetings.

- I.2 The Hospital agrees to provide the nurse and the Union with a copy of the Worker's Safety and Insurance Board (WSIB) Form 7 at the same time as it is sent to the Board.

I.3 **Early and Safe Return to Work**

The Hospital and the Union both recognize their obligations in facilitating the early and safe return to work of disabled nurses. 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.

1. A Return to Work Committee (RWC) will be established, at least one member of which will be a representative of the Union. The committee will meet at least once per month. 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 purpose of determining premium.

The Hospital will provide an updated list of information to the RWC before each monthly meeting including the following:

- i) Nurses absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits;
  - ii) Nurses absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked;
  - iii) Nurses who required temporary or permanent accommodation in the workplace.
2. It is understood that it is the obligation of the disabled nurse in receipt of short-term, long-term, or WSIB 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.
  3. The Occupational Health Department will discuss the needs of nurses for accommodation as soon as possible with the appropriate manager or designate. The Union and the RWC will be advised as soon as possible when return to their original position or unit cannot occur. 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.
  4. The Hospital will advise the Union of offers of permanent accommodation within or outside the bargaining unit.
  5. The parties recognize that more than one nurse 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 nurses and will also consider ability to acquire skills, seniority and path of least disruption in the workplace in determining a suitable, sustainable accommodation.
  6. The committee will monitor the status of accommodated nurses and the status of nurses awaiting accommodation. The committee will review any circumstances where attempts to accommodate a nurse have proven unsuccessful.
  7. Before posting, the Hospital's Human Resources department will begin the process of examining all potential vacancies to determine

if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to their home unit.

8. The Hospital will consult with the Union on the feasibility of an accommodation giving consideration to all factors including the number of accommodated nurses in the unit, the operational needs of the unit, safety of patients and nurses working in the unit.
9. 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 accommodation of extended duration.
10. The pre-disability position of a nurse who needs permanent accommodation may be posted under any one of the following circumstances:
  - i) the nurse is permanently accommodated in another position or arrangement;
  - ii) the weight of the medical evidence establishes that there is no reasonable prospect of a return to her/his pre-disability position in the foreseeable future;
  - iii) the Hospital may elect to fill the disabled nurse's pre disability position by posting a temporary position that is identified as potentially becoming a permanent position.
    - A) In so electing, the position will be filled in accordance with the job posting provisions of the Collective Agreement.
    - B) If and when it is confirmed that the disabled nurse cannot return to her/his pre-disability position, this position may be offered to the incumbent on a permanent basis.
    - C) When a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.

- iv) filling of a disabled nurse's pre-disability position does not remove the Hospital's duty to accommodate that nurse.

## **ARTICLE J – VIOLENCE IN THE WORKPLACE**

J.1 The parties recognize that the employees may be exposed to unwanted behaviour from others in the workplace, and that such behaviour may result in injury and/or emotional distress to an employee.

The Joint Occupational Health and Safety Committee shall concern itself with these matters and shall make such recommendations as it deems appropriate.

1. 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.
2. 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 forced workplace violence. These policies and procedures shall be communicated to all nurses.
3. The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
4. The Hospital agrees to provide training and information 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.
5. The Hospital, will inform the Union within three (3) days of any nurse who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as possible.
6. 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.

## **ARTICLE K – MISCELLANEOUS**

### **K.1 Payment of Wages**

Payment of wages will be made every other week and cover time worked in the two weeks ending on the last shift of the immediately preceding Sunday.

Any earnings omitted on a pay cheque in excess of 7.5 hours (not caused by the nurse's error) must be reported to the immediate supervisor who will arrange for payment to be made within two business days.

### **K.2 Notification to Unsuccessful Candidates**

The parties agree that any unsuccessful candidate for an ONA job posting will be notified by email, within two weeks of the decision being made.

K.3 Monthly parking paid by the nurse at the nurse's home site will be valid at the alternate sites. All changes to the monthly parking rates will be discussed at the Hospital/Union labour management meeting.

K.4 Full-time employees may be considered for temporary full-time vacancies on the same basis as regular part-time employees provided for at article 10.07(d) of the central collective agreement. Such full-time employee will continue to be classified as a full-time employee and covered by the provisions relating to full-time employees.

K.5 An electronic copy of the current seniority list as provided for in Article 10.02 will be provided via email to the Bargaining Unit President or designate in January and July of each year. At the same time, an electronic copy will be made available to the nurses.

### **K.6 Bulletin Board**

The Employer will provide bulletin board space in a mutually acceptable location for the purpose of posting notices regarding meetings and other matters restricted to union matter. There will be a Union board designated on each and every Site of The Scarborough Health Network. The Union posting boards will be separate to any other usage. Where such bulletin board is locked the Union will be provided with a key.

### **K.7 Agency Reporting**

Reporting provided to the Union in accordance with Article 10.12 (c) of the Central Agreement shall include the following:

(a) Total agency nurse hours worked hospital-wide;

- (b) Total bargaining unit hours worked hospital-wide;  
Percentage of total agency nurse hours worked hospital-wide.

### **ARTICLE L – LEAVES OF ABSENCE**

L.1 Union leave of absence will be granted in accordance with 11.02 provided:

- (a) Leaves of absence for Union business will be granted upon request provided as much advance notice as possible is given, and at a minimum notice is provided prior to the posting of the schedule and the leave shall not interfere with the efficient operation of the unit.

When it is not possible because of extenuating circumstances the Union will give the Hospital as much notice as possible.

Requests for such leave must be submitted in writing.

### **ARTICLE M – PREPAID LEAVE**

M.1 The number of nurses eligible to participate in the prepaid leave plan in any given year will be no more than fifteen (15) full-time nurses and fifteen (15) part-time nurses and not more than one (1) per unit.

### **ARTICLE N – JOB SHARING**

N.1 Job Sharing

The Employer and Union agree to a job sharing arrangement.

- (a) Job sharing request with regard to full-time positions shall be considered on an individual basis.
- (b) The division of hours or the schedule shall be determined by mutual agreement between the two (2) nurses and the Manager of the Unit. Job sharers shall not be pre-scheduled to work any tours outside of the tours of the full-time position.
- (c) The above schedule shall conform with the scheduling provisions of the full-time Collective Agreement.
- (d) Each job sharer may exchange shifts with her/his partner, as well as with other nurses, as provided by the Collective Agreement.

- (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

(f) Coverage

- i) For incidental illness and vacation the job share partners will first make every effort to replace each other. If, because of unavoidable circumstances one cannot cover the other, the Manager or designate must be notified to arrange for coverage.

- ii) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the central full-time and part-time agreements:

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit supervisor, but it is expected that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

- (g) When extra shifts are available on a unit they should first be offered to part timers, then job sharers, then casuals.
- (h) All other provisions covering job sharing are contained in the central part-time agreement.

(i) Implementation

A job sharing arrangement will arise out of the filling of a vacant full-time position only when the Employer is unable to fill the full-time position on that basis. It will then be posted as a job sharing position and selection will be based on the criteria set out in the Collective Agreement.

- (j) An incumbent full-time nurse wishing to share her/his position may do so without having her/his half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement. Other job sharing arrangements will be considered on an individual basis, after the six (6) month trial period.
- (k) If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the

remaining employee will revert to her/his former status. If the remaining employee was previously full-time, the shared position will become her/his or his position. If the remaining employee was previously part-time and there is no part-time position available on the same unit, she/he shall exercise her/his layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

(l) Discontinuation

The job sharing arrangement may be discontinued with ninety (90) days notice. Upon receipt of such notice, a meeting will be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary. Each job sharing arrangement will be reviewed annually by the incumbents and the Manager of Nursing Practice.

## **ARTICLE O – TRANSPORTATION BETWEEN SITES**

- O.1 Where nurses are required in the course of their duties to commute between Hospital sites, the Hospital will pay the corporate mileage rate for all kilometres travelled or provide a taxi chit for the round trip.

## **ARTICLE P – INTERNET, OFFICE, E-MAIL ACCESS**

P.1 Electronic Mail System

The Local Co-ordinator and the Bargaining Unit President, and the Vice-President - Grievances of the Bargaining Unit will be provided with access to the Hospital Electronic Mail System so that they can send and receive messages related to their Union duties. These messages will be consistent with the Code of Conduct Respect in the Workplace Policy.

P.2 ONA Mailbox

The Hospital will provide the Union with a mail slot in the mailroom at the General Campus, which will be used for the receipt of Union correspondence from their members and/or the Hospital as required.

### **ARTICLE Q – ELECTRONIC GRIEVANCE FORMS**

- Q.1 The parties agree to use the electronic version of the O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement.
- Q.2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- Q.3 Electronic grievances may be sent, via email, to Human Resources, or the identified designate.
- Q.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- Q.5 The Union undertakes to get a copy of the electronic version signed by the grievor.
- Q.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.
- Q.7 The hospital named in Grievance Form will be Scarborough Health Network.

### **ARTICLE R – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS**

- R.1 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.
- R.2 The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
- R.3 Electronic PRWRFs may be sent, via email, to the Chief Nursing Executive and the applicable Manager or designate.
- R.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- R.5 The Union undertakes to get a copy of the electronic version signed by the employee(s).

- R.6 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 an Independent Assessment Committee as per Article 8.01.

**ARTICLE S – NURSE PRACTITIONER/RNEC (REGISTERED NURSE EXTENDED CLASS)**

- S.1 The Nurse Practitioner/RNEC who works in excess of seventy-five (75) hours bi-weekly shall have the option of electing payment at the applicable premium rate. Hours worked in excess of seventy-five (75) hours biweekly may also be taken as time in lieu at the rate of time and one half, at a time mutually agreeable to the Nurse Practitioner/ RNEC and his/her Manager, as per Article 14.09 of the Collective Agreement.

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

- T.1 The Hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices, equipment and training for the health and safety of employees.
- T.2 The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and thereafter as required.

**ARTICLE U – NEEDLESTICK AND SHARPS SAFETY**

- U.1 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 V – NURSING RESOURCE TEAM (NRT)**

- V.1 A Nursing Resource Team (NRT) can be utilized to meet the Hospital's need to replace short term absences, fill temporary vacancies and unforeseen increases to patient volume in units and as a method of creating full-time positions.

- V.2 The Collective Agreement shall apply to all aspects of the NRT Nurse.
- V.3 For the purposes of vacation, leaves of absence, lay-off or any other seniority or service entitlement under the collective agreement the NRT shall be treated as a separate unit.
- V.4 The utilization of a NRT shall not cause the short term or long term lay off of any nurse covered by the collective agreement or a reduction in the scheduled hours of regular part-time nurses on the unit.
- V.5 Prior to assigning a NRT/SRT Nurse, the Hospital must satisfy its obligations under the collective agreement with respect to the scheduling or calling in of regular part-time and/or casual nurses for scheduled tours and/or additional tours that become available after the schedule has been posted save and except that NRT's may be utilized to fill temporary full-time vacancies due to sick leave absences, leaves of absence and pregnancy/parental leaves while the Employer makes proper arrangements to fill the vacancy under Article 10.07(d).
- V.6 To ensure quality patient care, each nurse assigned to a unit shall receive the orientation specific to the program prior to the commencement of the assignment.

Dated at Toronto, Ontario, this 10 day of May, 2022

FOR THE EMPLOYER

FOR THE UNION

Shirley Ward

Michael Levey  
Labour Relations Officer

Minette MacNeil

Lisa Begg

Barbara Rybski

Margaret Dawson

Aron Howgate

Cassandra Canales

Sandie Simpson

**LETTER OF UNDERSTANDING**

Between:

**SCARBOROUGH HEALTH NETWORK**  
(hereinafter referred to as "the Hospital")

And:

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

Re: Bargaining Unit President

Upon application in writing by the Union on behalf of the employee to the Hospital, a leave of absence with pay, vacation, benefits, sick leave, pension, accrual of seniority and service and all other provisions of the agreement, shall be granted to the employee elected to the positions of the Union President so long as the employee remains President.

The elected Bargaining Union President/Local Coordinator will be available to work on union issues with the Hospital.

The Union President's attendance will generally be expected at for the following listed meetings:

- Labour management committee
- Grievance meetings
- Return to Work
- High level meetings with the hospital

Generally, except for vacations, holidays, bereavement, sick leave, other approved leave and Union business off site, the Bargaining Union President/Local Coordinator shall remain on site and be available to meet with ONA employees and the Hospital.

If the Hospital decides to replace the employee's position, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

The Union President agrees to notify the Hospital of his/her intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be returned to his/her former duties on the same shift in the same department and at the appropriate rate of pay, as soon as is practicable but in any event no later than two (2) weeks after

providing notification of the intention to return to work. The Employer will provide an orientation period sufficient to perform the necessary duties of their position.

Any relevant certifications the employee would need to do their regular job must be maintained during the period they are on Union President leave and will be required to provide evidence of such certification upon return to work.

To maintain his/her skills, abilities, experience and qualifications, the Union President, upon request to his/her department, will be scheduled by the Hospital to work on his/her department. In such cases, s/he shall be scheduled within the normal compliment of his/her unit and there shall be no resulting payment made to any employee because of the Bargaining Union President working within his/her department, however no employee will have their regular compliment of shifts reduced.

The Union will reimburse the Hospital 50% of salary, benefits, holidays, and government statutory benefit costs. Vacation will be paid 100% by the Employer.

Union Business Leaves, exclusive of 7 employees from the Union Executive and Site Representatives, will be granted in the following manner:

- A) in units with less than 30 nurses, one (1) representative may be absent;
- B) in units with 30 or more, two (2) representatives may be absent;

Excluding 7 employees from the Union Executive and Site Representatives, no employee shall have more than thirty-six (36) days off per year for Union Business Leave.

Dated at Toronto, Ontario, this 10 day of May, 2022

FOR THE EMPLOYER

FOR THE UNION

Shirley Ward

Michael Levey  
Labour Relations Officer

Minette MacNeil

Lisa Begg

Barbara Rybski

Margaret Dawson

Aron Howgate

Cassandra Canales

Sandie Simpson

**LETTER OF UNDERSTANDING**

Between:

**SCARBOROUGH HEALTH NETWORK**  
(hereinafter referred to as "the Hospital")

And:

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

Re: Regular Part-Time Nurses Who Request Weekend Work

When a regular part-time nurse makes a written request for permanent weekend work, the following shall apply:

- (a) A regular part time nurse making such written request shall provide the request to the Manager (or designate). Such request shall not be unreasonably denied. A copy of such request shall be provided to the Bargaining Unit President.
- (b) Nurse(s) who request permanent part-time weekend work shall not be entitled to consecutive weekend premium payment pursuant to Article D.2 (h). Nurse(s) who request permanent part time work, do so in accordance with Article D.11.
- (c) Notwithstanding the above, the hospital may schedule the nurse(s) to work shifts during the week for the purpose of in-service education, performance evaluation, or such other purposes deemed necessary by the hospital.
- (d) Either party may give six (6) weeks' notice to discontinue the permanent weekend work request. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

Dated at Toronto, Ontario, this 10 day of May, 2022

FOR THE EMPLOYER

FOR THE UNION

*Shirley Ward*

*Michael Levey*  
Labour Relations Officer

*Minette MacNeil*

*Lisa Begg*

*Barbara Rybski*

*Margaret Dawson*

*Aron Howgate*

*Cassandra Canales*

*Sandie Simpson*

## LETTER OF UNDERSTANDING

Between:

**SCARBOROUGH HEALTH NETWORK**  
(hereinafter referred to as "the Hospital")

And:

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

Re: Innovative Unit Scheduling - Combined Regular and Extended Tours SHN Centenary Hospital - 10TH Level Psychiatry

This Letter of Understanding is entered into and agreed upon pursuant to Article 13.03 of the central collective agreement between the Rouge Valley Health System and the Ontario Nurses' Association and is on a without prejudice or precedent setting basis for any future discussions between the parties on this matter.

The parties agree as follows:

1. In order for this initiative to continue on the unit, a vote and trial period will be held in accordance with the process contained in Article G.15 of the Collective Agreement.
2. It is understood that a vote in favour indicates agreement by the employees with the concept of this initiative. Individual employees will indicate their willingness to participate in the initiative.
3. It is agreed that the reference to the extended tour is limited to tours of 11.25 hours in length.
4. A pay period for full time employees working the combination of regular and extended tours shall consist of seventy-five (75) hours.
5. Employees working the combination of regular and extended tours shall not work consecutive tours of combinations more that:
  - a) Two (2) - 11.25 hours and two (2) - 7.5 hours; or
  - b) Three (3) - 7.5 hours and one (1) - 11.25 hours; or

- c) Three (3)- 11.25 hours' or
- d) Seven (7) - 7.5 hours

6. Should a nurse work more consecutive tours in #5 above, she shall be paid in accordance with Article 14.03 for all additional consecutive tours until a day off is scheduled.
7. During the four-week Christmas/New Year's period, scheduling regulations as provided in Article G.13 will apply.
8. All schedule developed and posted under this initiative will meet all scheduling regulations of the Collective Agreement except as specifically modified herein.

Dated at Toronto, Ontario, this 10 day of May, 2022

FOR THE EMPLOYER

FOR THE UNION

Shirley Ward

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**LETTER OF UNDERSTANDING**

Between:

**SCARBOROUGH HEALTH NETWORK**  
(hereinafter referred to as "the Hospital")

And:

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

Re: Bulletin Boards as at June 18, 2019

The Employer agrees to maintain the physical location of the current Bulletin Boards as at June 18, 2019. For clarity, no further bulletin boards can be added beyond set out in K.6. The Union will supply a list of the existing boards and their location by July 18, 2019.

Dated at Toronto, Ontario, this 10 day of May, 2022

FOR THE EMPLOYER

FOR THE UNION

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**LETTER OF UNDERSTANDING**

**Between:**

**SCARBOROUGH HEALTH NETWORK  
(hereinafter referred to as "the Hospital")**

**And:**

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

Re: Office Space

The Employer will continue to provide Union office space to ONA.

Dated at Toronto, Ontario, this 10 day of May, 2022

FOR THE EMPLOYER

FOR THE UNION

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**LETTER OF UNDERSTANDING**

Between:

**SCARBOROUGH HEALTH NETWORK**  
(hereinafter referred to as "the Hospital")

And:

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

Re: Grandfathering of Commitment Letters for Regular Part-time Nurses

The Employer shall continue its current practice at the Legacy TSH General Birchmount site of renewing commitment letters for all employees who, as of the date of the award have a commitment letter.

The Hospital will make available a commitment form to each of the above referenced part-time nurses in January of each year to establish their commitment of hours to the Hospital. The nurse will return the signed commitment form by March 1st of each year to the Patient Care Manager. If a nurse fails to return the signed form by March 1st of each year, their commitment will remain unchanged from the previous year

All other Regular Part-time nurses without a commitment letter shall follow the language as set out in Article D.11.

Dated at Toronto, Ontario, this 10 day of May, 2022

FOR THE EMPLOYER

FOR THE UNION

Shirley Ward

Michael Levey

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**LETTER OF UNDERSTANDING**

Between:

**SCARBOROUGH HEALTH NETWORK**  
(hereinafter referred to as "the Hospital")

And:

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

Re: Benefits

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All employees to be placed on the current Master Plan – Rouge Valley April 1, 2021 or as soon as practical thereafter.

Dated at Toronto, Ontario, this 10 day of May, 2022

FOR THE EMPLOYER

FOR THE UNION

Shirley Ward

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