

**LOCAL ISSUES**

**Between:**

**UNITY HEALTH TORONTO**  
(hereinafter referred to as "the Employer")

**And:**

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

**Combined**

Expiry Date: March 31, 2023

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**APPENDIX 3 – SALARY SCHEDULES**

## Registered Nurse

	Effective April 1, 2021	Effective 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

## Graduate Nurse

	Effective April 1, 2021	Effective April 1, 2022
Start	\$32.40	\$32.72
1 Year	\$32.61	\$32.94
2 Years	\$33.17	\$33.51
3 Years	\$34.86	\$35.21
4 Years	\$36.59	\$36.96
5 Years	\$38.61	\$38.99
6 Years	\$40.24	\$40.64
7 Years	\$42.80	\$43.23
8 Years	\$45.86	\$46.32
25 Years	\$46.68	\$47.15

## Team Leader

	Effective April 1, 2021	Effective April 1, 2022
Start	\$36.01	\$36.37
1 Year	\$36.16	\$36.52
2 Years	\$36.73	\$37.10
3 Years	\$38.44	\$38.82
4 Years	\$40.15	\$40.55
5 Years	\$42.30	\$42.72
6 Years	\$44.46	\$44.90
7 Years	\$46.63	\$47.10
8 Years	\$49.79	\$50.29
25 Years	\$50.64	\$51.15

## Clinical Coordinators

	Effective April 1, 2021	Effective April 1, 2022
Start	\$41.37	\$41.78
6 Years	\$43.10	\$43.53
7 Years	\$45.29	\$45.75
8 Years	\$48.43	\$48.92
25 Years	\$49.27	\$49.77

## Patient Care Co-ordinator/Patient Navigation Specialist/Discharge Planner/ Care and Transition Facilitator

	Effective April 1, 2021	Effective April 1, 2022
Start	\$42.45	\$42.87
6 Years	\$44.16	\$44.60
7 Years	\$46.38	\$46.85
8 Years	\$49.87	\$50.37
25 Years	\$50.76	\$51.27

Patient Navigation Specialist and Discharge Planner are now identified as Care and Transition Facilitator

## Dialysis Access Coordinator

	Effective April 1, 2021	Effective April 1, 2022
Start	\$46.37	\$46.83
6 Years	\$48.07	\$48.55
7 Years	\$50.17	\$50.68
8 Years	\$53.66	\$54.20
25 Years	\$54.36	\$54.91

Acute Care Nurse Practitioner/Primary Care Nurse Practitioner/Nurse Practitioner/RN,  
Specialty Practice

	Effective April 1, 2021	Effective April 1, 2022
Start	\$54.69	\$55.24
1 Year	\$55.75	\$56.31
2 Years	\$56.88	\$57.46
3 Years	\$57.99	\$58.56
4 Years	\$59.14	\$59.73
5 Years	\$60.31	\$60.91
6 Years	\$61.50	\$62.11
7 Years	\$62.70	\$63.33
8 Years	\$63.96	\$64.60
25 Years	\$65.24	\$65.90

G.E.M. Nurse/Wound & Ostomy Nurse/Clinical Nurse Specialist

	Effective April 1, 2021	Effective April 1, 2022
Start	\$48.16	\$48.64
1 Year	\$48.58	\$49.06
2 Years	\$49.48	\$49.98
3 Years	\$50.43	\$50.93
4 Years	\$51.37	\$51.88
5 Years	\$52.33	\$52.85
6 Years	\$53.33	\$53.86
7 Years	\$54.31	\$54.86
8 Years	\$55.35	\$55.91
25 Years	\$56.41	\$56.98

Nurse Clinician/Clinical Care Leader/Clinical Reviewer

	Effective April 1, 2021	Effective April 1, 2022
Start	\$35.73	\$36.09
1 Year	\$35.79	\$36.15
2 Years	\$36.28	\$36.65
3 Years	\$38.01	\$38.39
4 Years	\$39.73	\$40.13
5 Years	\$41.88	\$42.30
6 Years	\$44.05	\$44.49
7 Years	\$46.20	\$46.67
8 Years	\$49.41	\$49.91
25 Years	\$50.28	\$50.79

## Nurse Monitor/Nurse Counsellor

	Effective April 1, 2021	Effective April 1, 2022
Start	\$34.77	\$35.12
1 Year	\$34.91	\$35.26
2 Years	\$35.53	\$35.89
3 Years	\$37.28	\$37.65
4 Years	\$39.09	\$39.48
5 Years	\$41.31	\$41.72
6 Years	\$43.52	\$43.95
7 Years	\$45.74	\$46.20
8 Years	\$49.02	\$49.51
25 Years	\$49.89	\$50.39

## Blood Conservation Co-ordinator

	Effective April 1, 2021	Effective April 1, 2022
Start	\$34.14	\$34.48
1 Year	\$34.28	\$34.62
2 Years	\$34.82	\$35.17
3 Years	\$36.55	\$36.91
4 Years	\$38.26	\$38.64
5 Years	\$40.40	\$40.80
6 Years	\$42.57	\$42.99
7 Years	\$44.72	\$45.17
8 Years	\$47.91	\$48.39
25 Years	\$48.75	\$49.24

## MDS Co-ordinator

	Effective April 1, 2021	Effective April 1, 2022
Start	\$34.81	\$35.16
1 Year	\$34.98	\$35.33
2 Years	\$35.56	\$35.92
3 Years	\$37.32	\$37.69
4 Years	\$39.07	\$39.46
5 Years	\$41.26	\$41.67
6 Years	\$43.48	\$43.91
7 Years	\$45.71	\$46.17
8 Years	\$48.94	\$49.43
25 Years	\$49.81	\$50.31

## Infection Prevention and Control Practitioner

	Effective April 1, 2021	Effective April 1, 2022
Start	\$36.15	\$36.51
1 Year	\$36.30	\$36.66
2 Years	\$36.90	\$37.27
3 Years	\$38.74	\$39.12
4 Years	\$40.56	\$40.97
5 Years	\$42.83	\$43.26
6 Years	\$45.15	\$45.60
7 Years	\$47.42	\$47.90
8 Years	\$50.84	\$51.35
25 Years	\$51.72	\$52.24

## **APPENDIX 4 – SUPERIOR CONDITIONS**

### **ST. MICHAEL'S SITE**

#### **SICK LEAVE PLAN (In effect prior to October 23, 1981)**

Pay for sick leave is for the sole and only purpose of protecting the nurse against loss of regular income when he/she is legitimately ill and unable to work and will be granted on the following basis:

Sick leave will be allowed for sickness for nurses after the completion of their probationary period on the basis of one and one-half (1-1/2) days per month of active employment to a total of eighteen (18) days sick leave after one year's service;

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 Hospital after completion of his/her probationary period, his/her entitlements shall date back to the last day of hiring;

All unused sick leave may be accumulated to the credit of the nurse to a maximum of one hundred and twenty (120) days;

The nurse may be required to produce proof of sickness for any absence in the form of a medical certificate, and report to the Corporate Health and Safety Services when returning to duty;

Nurses shall not be entitled to sick leave for sickness or accident compensable by the Workmen's Compensation Board;

The Hospital will continue credits for sick leave, until thirty (30) days following the expiry of the sick leave credits;

A nurse who voluntarily terminates her employment after five years service with the Hospital, will be entitled to receive payment of fifty (50) percent of his/her unused sick leave credits which have accumulated;

A nurse who retires at age 65 and who has completed five years of service with the Hospital will be entitled to receive 100% of his/her unused sick leave credits which have accumulated;

Payment of sick leave credit during a period of vacation or leave of absence shall be at the sole discretion of the Hospital.



**APPENDIX 4 – SUPERIOR CONDITIONS****ST. MICHAEL'S SITE****SUPERIOR CONDITION – REGULAR PART-TIME NURSES WEEKEND AVAILABILITY**

The parties agree that all Regular Part-time nurses formerly employed at the Wellesley-Central site of St. Michael's Hospital, hired prior to October 24, 1984, as Regular Part-time nurses with a commitment to three (3) tours or more per week must be available three (3) weekends out of six (6). Work on a Saturday or Sunday shall constitute weekend worked in this case.

**APPENDIX 4 – SUPERIOR CONDITIONS****ST. JOSEPH'S SITE****“Frozen” Sick Bank Payout Provisions as of October 23, 1981**

1. Sick Bank - Accumulated sick leave credits 'frozen' and banked in hours.
2. Accumulation - Maximum accumulation of one hundred fifteen (115) days.
3. Eligibility for Usage - Full-time nurses only. \*
4. Eligibility for Payout - Minimum of five (5) years continuous service.
5. Cash Settlement - Payout based on current salary rates at time of cashout.
6. Terms of Payout
  - (a) Termination - 50% of "frozen" sick bank balance
  - (b) Death - 50% of "frozen" sick bank balance
  - (c) Retirement - 100% of "frozen" sick bank balance
7. Record - The Health Centre will keep a record of all unused "frozen" sick time hours and will advise each nurse yearly of her sick bank status.

Nurses returning to full-time service from part-time shall have reinstated any sick credits accumulated during previous full-time service, provided that employment record has remained unbroken.
8. At the request of the Union on behalf of a nurse, the Employer shall pay out fifty percent (50%) of the nurse's existing sick bank balance at any time before termination of employment, death or retirement at the nurse's current salary rate at time of cashout.

**APPENDIX 4 – SUPERIOR CONDITIONS****ST. JOSEPH'S SITE**

Those nurses currently working permanent shifts will be permitted to continue to do so, so long as they remain in their current positions (those held as at date of issuance of this award - July 26, 1989). Notwithstanding the above, the Health Centre may rotate these nurses for a maximum period of two months per year for purposes of assessment, evaluation or instruction.

**APPENDIX 4 – SUPERIOR CONDITIONS**

**ST. JOSEPH'S SITE**

(5.05)

The list that the Health Centre submits along with the dues shall also include any changes of the address.

**APPENDIX 4 – SUPERIOR CONDITIONS****PROVIDENCE SITE**

A nurse will not be rotated without her or his written consent if she or her was hired before October 3, 1984 to a straight shift and has not subsequently been the successful applicant for a posting which indicated that she or he may be required to work alternate tours.

**APPENDIX 4 – SUPERIOR CONDITIONS****PART-TIME BENEFITS**

It is understood and agreed that the Employer will continue its present practice of allowing Part-time members who, as of November 5, 2020, were participating in benefits in excess of those covered in Article K. 12(a), to continue their participation in those benefits in which they were enrolled, including Group Life Insurance and Accidental Death and Disability.

## **APPENDIX 4 – SUPERIOR CONDITIONS**

### **EDUCATION ALLOWANCE**

Except where otherwise provided herein, this clause will only apply to nurses employed at the St. Michael's Hospital and St. Joseph's Health Care sites of Unity Health Toronto as of April 1, 2020.

- (a) In addition to the salaries prescribed above, Unity Health Toronto will pay the monthly educational allowances set forth hereunder to all nurses who are covered by this provision and who have completed their probationary period subject to the following conditions:
- i) The degree or certificate held must be a requirement of the job currently being performed.
  - ii) Proof of the degree or certificate from a school of recognized standing must be submitted by the nurse to the Health Centre.
  - iii) In accordance with the above, a nurse possessing more than one degree or certificate shall be entitled only to the higher allowance provided hereunder.
  - iv) Payment of the allowance shall commence at the start of the first full pay period following filing with Human Resources of the required proof of standing.

- (b) Monthly education allowances are as follows:

C.H.A. Nurse Unit Administration Course or recognized  
 Post-Graduate Course in Nursing Specialties - \$15.00 per month  
 One Year University Diploma in Nursing Specialties - \$40.00 per  
 month  
 Bachelor's degree in Nursing - \$80.00 per month  
 Master's degree in Nursing - \$120.00 per month

A nurse at the St. Joseph's Health Care Site only, , who is covered by this provision and who has not completed her probationary period but who is otherwise qualified for an educational allowance, may be in the Health Centre's discretion, receive such portion of the foregoing allowances as the Health Centre may determine.

Educational allowances shall not be used in the calculation of overtime or other premium pay for any purpose in this Agreement.

- (c) Regular part-time nurses at the St. Joseph's Health Centre site ONLY shall be paid the applicable monthly educational allowances pro-rated at sixty percent (60%) of the full-time educational allowance.

## **ARTICLE A – RECOGNITION AND SCOPE**

- A.1 The Hospital recognizes the Association as the sole bargaining agent of all Registered and Registered Nurse Temporary Class Registration nurses employed by the Hospital, engaged in a nursing capacity in The City of Toronto, save and except Clinical Leader/Managers, and Patient Care Managers, and persons above the rank of supervisor, Clinical Leader/Manager, and Patient Care Manager.

## **ARTICLE B – MANAGEMENT RIGHTS**

- B.1 The Union recognizes that the Management of the Employer and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline nurses, provided that a claim that a nurse has been unjustly discharged, suspended or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure.
  - (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, the tours of duty, work assignments, working schedules, methods of doing the work, the working establishment for any service and the location of work;
  - (d) to manage the operation that the Employer has engaged in, and to determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
  - (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.
- B.2 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.



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

C.1 There shall be Union representatives from the bargaining unit. A member of the Executive may act in the absence of a Union representative.

C.2 A list of representatives of the Union will be maintained and posted by the Union on existing unit communications boards within the hospital.

C.3 The Local Union will determine all Union Representatives. Every effort will be made to ensure each unit has at least one representative.

C.4 Negotiation Committee

A Negotiation Committee shall be composed of the Bargaining Unit President, two (2) Vice Bargaining Unit Presidents and three (3) additional Registered Nurses from the St. Michael's site, and two (2) additional Registered Nurses from the St. Joseph's site, and one (1) additional Registered Nurse from the Providence site. The Union shall keep the Employer informed of the names of the nurses so appointed.

C.5 Grievance Committee

There shall be a Central Grievance Committee composed of the site Vice Presidents or Grievance Chairpersons and the Bargaining Unit President and there shall be a committee at each site composed of no more than four (4) Grievance committee representatives, of which no more than three (3) shall be in attendance at meetings convened in accordance with the Grievance Procedure.

C.6 Hospital/Association Committee

There shall be a Hospital/Association Committee at each site of Unity Health Toronto with up to five (5) representatives. Meetings shall be scheduled on a bi-monthly basis, however, emergency HAC meetings may be called when urgent issues arise.

Where common HAC themes emerge at more than one site, either party may request a meeting of a Corporate Hospital/Association Committee comprised of the Vice Bargaining Unit President from each of the sites of the Employer and the Bargaining Unit President and (1) additional representative from each site. Such meeting request shall not be unreasonably denied.

C.7 Professional Development Committee

There shall be three (3) representatives of the Employer and three (3) representatives of the Union on the Professional Development Committee.

### C.8 Scheduling Committee

Staff from each unit will be involved in collaboration with management when scheduling issues arise. The Site Vice Bargaining Unit President and/or Bargaining Unit President will be advised of such issues and may attend meetings.

Any unresolved issues will be forwarded to the Scheduling Committee.

There will be a Scheduling Committee comprised of up to three (3) ONA bargaining unit representatives plus the Bargaining Unit President (or designate) and an equal number of Employer Representatives. The ONA representatives shall be appointed by the Union. The committee shall meet once every 6 months or as called by the Co-Chairs.

The purpose of the committee shall include but not be limited to:

- (a) discuss scheduling issues that are common to all sites;
- (b) act in an advisory capacity and assist in resolution of scheduling concerns;
- (c) assist with unit schedules/Christmas time, as necessary;
- (d) review new or revised master schedules. Such schedules will be sent electronically to all committee members one week prior to the meeting for the purposes or review such that the committee can have meaningful discussions during the meeting;
- (e) assist units in developing Innovative Scheduling Agreements, and follow-up with a second vote;
- (f) assist with unit self-scheduling, as necessary.

### C.9 Union-Hospital Meetings

The Bargaining Unit President and/or Bargaining Unit Vice-President, or designate, will identify to the Employer which committee members require payment under Article 6 at each Union-Hospital meeting.

### C.10 Union Interview

The Union interview shall take place during the nursing orientation , for the purpose of interviewing newly hired nurses. The Employer agrees that the Union shall be allowed a period of up to forty-five (45) minutes during which this interview shall be conducted.

The Employer will continue its practice of issuing to the Local Executive the schedule of planned orientation sessions.

On the first day of any such session, the Employer will provide to the Local Executive a list of the nurses attending, including her/his name, status, and unit to which each nurse is hired.

The Local Executive and the Employer shall schedule the time for the Union interview, at a mutually agreeable time.

C.11 A copy of the Collective Agreement will be provided by the Union to each newly hired nurse during her orientation period to the hospital.

C.12 Nurses who have requested leave for union-paid business in advance of the posted schedule will be scheduled for day shifts for the period of union-paid business. For requests made after the schedule has been posted, the Employer will endeavour to schedule the nurse for day shifts for the period of union-paid business.

**ARTICLE D - SCHEDULING - HOURS OF WORK**

D.1 (a) All schedules will be done on the basis that each full-time employee will be scheduled for 1950 hours per year.

The Employer is required to offer, and the nurse expected to work, unless vacation requested is approved, their commitment on a bi-weekly basis such that hours of work over a six (6) week schedule are as follows:

FTE	Hours Bi-Weekly
0.2 FTE	15 hours
0.3 FTE	22.5 hours
0.4 FTE	30 hours
0.5 FTE	37.5 hours
0.6 FTE	45 hours
0.7 FTE	52.5 hours
0.8 FTE	60 hours

Nothing contained herein precludes a part-time nurse from providing availability above their commitment level.

The Parties agree that Regular and Casual part-time nurses must honour their availability with the understanding that part-time nurses will advise the Employer of any changes to that availability.

When a shift is offered to a nurse who has indicated availability and the shift is declined, the shift shall be deemed offered for the purposes of equitable distribution.

- (b) Where shifts are available on a unit after full-time and regular part-time nurses have been scheduled to their commitment, the Employer agrees to offer regular and casual part-time nurses employed on the home unit additional shifts. This offer will be made to those nurses who have notified their Manager on a bi-weekly basis of their availability to work additional regular shifts. Such offers shall be made on an equitable basis by rotation over the six-week schedule according to seniority among those nurses on the unit who make themselves available.
- (c) The Employer is required to offer, and the nurse expected to work, unless vacation requested and approved, their commitment on a bi-weekly basis.
- (d) Nurses are required to provide availability, to which the Employer will endeavour to schedule the nurse, as follows:

FTE	Hours Bi- Weekly	Minimum availability – 8 hour tours	Minimum availability – 12 hour tours
0.2 FTE	15 hours	22.5 hours (3 tours)	22.5 hours (2 tours)
0.3 FTE	22.5 hours	30 hours (4 tours)	33.75 hours (3 tours)
0.4 FTE	30 hours	37.5 hours ( 5 tours)	45 hours ( 4 tours)
0.5 FTE	37.5 hours	45 hours (6 tours)	56.25 hours (5 tours)
0.6 FTE	45 hours	52.5 hours (7 tours)	67.5 hours (6 tours)
0.7 FTE	52.5 hours	See below	See below
0.8 FTE	60 hours	See below	See below

Part-time Registered Nurses with a commitment of .7 and above will be scheduled to their commitment, and may request specific days off fourteen (14) days in advance of the posting of the unit schedule, absent specific requests, availability is assumed.

In the event that any nurse's provided availability does not meet unit needs, it is agreed that the part-time nurse and the manager will discuss additional availability equal to the number of shifts required to meet the part-time nurse's commitment.

Nothing in this provision prevents a PT RN from providing more availability, or for requesting to be scheduled beyond their commitment.

A Part-Time nurse whose FTE is 0.6 or higher, shall be available to work three (3) weekends out of six (6). Otherwise the availability requirement is two (2) weekends out of six (6).

- (e) Where staffing needs cannot be met by nurses employed on the unit, shifts may be offered to nurses assigned to different units. This offer will be made to those nurses who have notified the Manager on a bi-weekly basis of their availability to work additional regular shifts. For clarity, a nurse can hold only one position.
- (f) The Employer agrees to offer additional regular shifts to Hospital employees prior to bringing in agency nurses as per Article 10.12. This offer will be made to those nurses who have notified the Manager on a bi-weekly basis of their availability to work additional regular shifts.
- (g) Schedules will be posted three (3) weeks in advance of their going into effect by 1530 hours on the day of posting and will cover a six (6) week period.
- (h) Nurses shall be permitted to request specific days off, by making such a request in writing to the immediate Supervisor. Such requests shall be made fourteen (14) days in advance of the posting of the schedule. These written requests shall be kept for three (3) months. Such requests shall not be unreasonably withheld and responses will be provided to the nurse in a reasonable time.
- (i) Requests for changes in posted time schedules must be submitted to the manager or designate in writing and confirmed by the nurse willing to exchange days off or tours of duty. Such requests shall not be unreasonably denied and responses will be provided to the nurse in a reasonable time.
- (j) The day shift shall be the first shift of the day
- (k) Split tours will not be scheduled.
- (l) The Employer will not require a nurse to change tours more than once during a week, unless otherwise mutually agreed.
- (m) Shift work amongst nurses in a unit working the same shift rotation shall be equitably distributed, unless otherwise mutually agreed.
- (n) A nurse who works rotating shifts shall not be required to rotate on more than two (2) shifts.
- (o) In areas where nurses have variable start times, at least eleven (11) hours off must be scheduled between tours.
- (p) Employees will be scheduled to rotate between days and shift tours. At least fifty (50) percent of tours worked shall be on the day shift, except where the employee chooses to work a greater percentage of shifts.

- (q) The Employer agrees that where staffing requirements are deemed greater on the day shift than on the night shift, such day shifts shall be distributed equitably.
- (r) An individual employee may request to work a straight evening or night shift rotation. Such request shall not be unreasonably denied.
- (s) Personal Notification of Change to Schedule

Where the Collective Agreement provides that a nurse receive personal notification of changes to the posted schedule, the Employer will provide that notification, either in person or by telephone.

- (t) It may be necessary to schedule a nurse that works a straight evening or night shift rotation to a total of not more than ten (10) day shifts annually for purposes of assessment, training, and/or orientation. Where the scheduling is related to a nurse's performance, the Bargaining Unit President or applicable Vice Bargaining Unit President and the affected nurse will be advised of the change in schedule at least six (6) weeks before the schedule change is implemented. Notwithstanding the above, where an urgent event or situation necessitates such an assessment before a nurse can return to his/her regular duties, the Employer, Bargaining Unit President or Vice Bargaining Unit President and the nurse shall work together to schedule such an assessment as soon as possible.
- (u) Overtime shifts will be distributed on an equitable basis, by rotation, over the six week schedule, according to seniority among those nurses on the unit who make themselves available for overtime.
- (v) Effective March 27, 2021, where a nurse accumulates approved overtime hours and chooses equivalent time off, such time off must be taken within 210 days, at a time negotiated between the nurse and her or his immediate supervisor. The granting of time off shall not be unreasonably denied. If no requests are made, the payout will occur at the end of the 210 days from when the overtime occurred through direct deposit to the nurses account, however the nurse may carry over up to 22.5 hours of accumulated OT hours beyond the 210 day period.

(w) Implementation Agreement

The parties agree that all bargaining unit employees have until March 26 to take all accumulated approved OT hours as time off, subject to an allowed carry-over of 22.5 hours, at a time negotiated between the nurse and her or his manager. Effective March 27, 2021, the negotiated provision shall apply.

(x) St. Michael's Site Only – Nurses assigned to the Operating Room will be assigned to work no more than one (1) weekend in six (6) and to the Recovery Room no more than one (1) weekend in five (5). If, however, circumstances warrant a change in this practice, the Employer will provide six (6) weeks' notice to the Union and to the nurses involved and the Employer will meet with the Union for discussion prior to implementing any change.

(y) The Employer intends to continue its present scheduling practices in units or areas where nurses are scheduled every weekend off, or most weekends, off. If, however, circumstances warrant a change in this practice, the Employer will provide six (6) weeks' notice to the nurses affected and to the Union and will meet with the Union for discussion prior to implementing any change.

D.2 Master Schedules

When a unit creates a master schedule which incorporates individual nurses' preference but is not innovative, a copy of the proposed master schedule will be submitted to the Bargaining Unit President or designate to ensure that the scheduling provisions of the Collective Agreement are adhered to.

All full-time and regular part-time nurses on the unit impacted by a new master schedule that is innovative shall be eligible to vote per the voting procedures outlined in Article E.

If the vote is unsuccessful a revised schedule will be prepared and another vote will be held no sooner than six (6) weeks from the time of the first vote.

D.3 Eight (8) Hour Tours

(a) In each two (2) week period, two (2) consecutive days off will be scheduled and nurses may be scheduled to work more than five (5) but no more than seven (7) consecutive days, except by mutual consent. At least two (2) consecutive days off will be scheduled after seven (7) consecutive days of work. Split days off will be kept to a minimum.

(b) A Full-Time nurse shall receive at least every second (2<sup>nd</sup>) weekend off, in the event of failure to give every second (2<sup>nd</sup>) weekend off,

premium pay (in accordance with 14.03) shall be paid for the second (2<sup>nd</sup>) and every successive weekend until a weekend is scheduled off, 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 only; or
- iii) such weekend is worked as a result of an exchange of shifts with another nurse.

The above provisions shall not apply where a nurse requests additional weekend work.

A weekend off shall be defined as a minimum of 56 consecutive hours commencing not later than the end of the Friday evening shift. The Employer will make every effort to scheduled weekends off of 64 consecutive hours.

- (c) At least two off-tours shall be scheduled between shifts and as least six off-tours shall be scheduled following night duty.

#### D.4 Extended Tour System (12 hour tours)

- (a) A nurse shall not be required to work more than three (3) consecutive tours, except by mutual consent or during weeks which contain a paid holiday. At least one (1) extended tour off will be scheduled between shifts.
- (b) At least forty-eight (48) hours shall be scheduled off following night tours. A shorter period of time between changes of shift may be agreed upon by mutual consent.
- (c) In the event of a failure to give every second (2<sup>nd</sup>) weekend off duty, overtime premium (in accordance with Article 14.03) shall be paid for the second and every successive weekend worked until a weekend off is scheduled off, 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 (full-time only)
  - iii) such nurse has requested weekend work (part-time only)
  - iv) such weekend is worked as the results of an exchange of shifts with another nurse.



- (d) A weekend shall be defined as at least a sixty-four (64) consecutive hour period commencing at the conclusion of the Friday day tour.

#### D.5 2D/2N Extended Tour Schedule

- (a) All scheduled will be done on the basis that each full-time employee will be scheduled for 1950 hours per year. Schedules will not include paid holidays on the schedule to achieve the 1950 hours per year.

All required additional shifts must be scheduled by mutual consent between the employee and the Manager.

- (b)
  - i) Employees shall not be required to work more than four (4) consecutive tours. Where an employee works in excess of four (4) consecutive tours, the employee shall be paid premium pay for the fifth and subsequent tours until a day off is scheduled.
  - ii) Employees shall receive two (2) weekends off in a six week period. The weekend shall consist of six (6) consecutive extended tours, which shall commence no later than 1930 hours Friday.
- (c) An employee will receive premium pay as defined in Article 14 for all hours worked on any additional subsequent consecutive weekend other than in as outline above, until a weekend is scheduled off, save and except where:
  - i) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
  - ii) Such employee has requested weekend work; or
  - iii) Such weekend is worked as the result of an exchange of shifts with other employees.
- (d) Scheduled shifts shall be 2D/2N and no other combination of four (4) shifts.

#### D.6 Christmas/New Years

- (a) All nurses shall receive at least give (5) consecutive days off or more at Christmas or New Year's, except in areas which normally are not scheduled to work on weekends or paid holidays
- (b) Time off at Christmas shall include December 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup>. Time off at New Year's shall include December 31<sup>st</sup> and January 1<sup>st</sup>, unless otherwise mutually agreed.

- (c) Scheduling regulations may be waived between December 15<sup>th</sup> and January 10<sup>th</sup> in order to accommodate time off requests and meet operational requirements.
- (d) Regular part-time nurses may submit availability for extra shifts, and casual nurses may submit their availability for the Christmas and New Year schedule by November 1<sup>st</sup>. The Employer may pre-book regular part-time and casual nurses for this schedule and where it does so, such scheduling shall be in accordance with the nurses' availability in order to accommodate time off requests.
- (e) A nurse must indicate her preference for either Christmas or New Year's time off, to the appropriate Unit Manager, in writing, no later than November 1<sup>st</sup>. When a scheduling conflict arises amongst nurses requesting the same time off, priority will be given to the nurse whose requested time off was not granted the previous year. Where a conflict still exists, the deciding factor shall be seniority subject to ensuring there is an appropriate skill mix of nurses scheduled during this time based on the requirements of patient care.
- (f) Nurses working schedules other than eight (8) hour tours will not be scheduled to work more than four (4) consecutive shifts unless they agree otherwise.
- (g) Where the posted schedule will permit, nurses may be offered both Christmas and New Year's off, in order of seniority.
- (h) The Employer will post a schedule indicating Christmas and New Year's time off as well as regularly scheduled days off and scheduled shifts to be worked by November 21<sup>st</sup>.
- (i) This article does not apply to those areas where regularly scheduled work is concentrated on a Monday through Friday basis. For those areas which normally will be closed between Christmas and New Year's, the central provisions of the Collective Agreement will apply.
- (j) Nurses may request by November 1, and the Employer will endeavour to provide those nurses, a schedule that includes 7.5 hour tours for the period December 15 to January 10. Following this period of time they shall revert to their extended tour schedules.

For clarity, the Employer shall not unilaterally schedule nurses to normal shifts over the Christmas and New Year's period absent a request to do so.

## D.7 Ten (10) Hour Tours

The Employer shall not unreasonably deny a ten (10) hour tour.

### (a) Hours of Work

For nurses working ten (10) hour tours, a regular day tour shall be comprised of 9.375 paid hours, which shall include 37½ minutes of paid break time and 37½ minutes of unpaid break time.

### (b) Scheduling Objectives

- i) Nurses on ten (10) hour tours will not be assigned for more than four (4) consecutive tours.
- ii) At least fourteen (14) hours off will be scheduled between tours.
- iii) At least every second weekend off.

### (c) Vacations

Vacation entitlement for nurses working ten (10) hour tours shall be converted as follows:

Current Week Entitlement	Working Days Off Off	Equivalent Paid Hours
3	12	112.5
4	16	150
5	20	187.5
6	24	225

The vacation guidelines set out in Article F shall apply to nurses working ten hour tours.

## D.8 Unit Weekend Schedule

- (a) The positions required to accommodate the Unit Weekend Schedule will be posted on the Unit and filled by seniority from amongst the full-time nurses on the unit. If the position is from a vacancy it will be filled in accordance with Article 10.06(a). The filling of such positions will not result in the lay-off or loss of hours of work of any full-time or regular part-time nurse.
- (b) Nurses in these positions may discontinue the weekend schedules with thirty (3) days' notice. Such position will be posted in accordance with (a) Above. If there is no applicant the unit weekend schedule will be discontinued.

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

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

#### D. 9 Tour of Less Than 7.5 Hours (PART-TIME ONLY)

Where tours of less than seven and one half (7.5) hours are required:

- (a) The Employer will keep the number of tours comprised of less than seven and one half (7.5) hours to a minimum;
- (b) Nurses working tours comprised of less than seven and one half (7.5) hours shall be granted a paid rest period;
- (c) No part-time nurse will be scheduled solely on tours which are comprised of less than seven and one half (7.5) hours in any pay period, except where such arrangements are requested by the nurse;
- (d) Nurses working tours comprised of less than seven and one half (7.5) hours, shall not be scheduled to work more than seven (7) consecutive tours. If a nurse is required to work on an eighth (8<sup>th</sup>) consecutive and subsequent tour, then she/he will receive premium pay for each tour so worked until a day off is scheduled;
- (e) No unit shall have tours of less than seven and one half (7.5) hours introduced into a rotation, without prior notification and discussion with the Union.
- (f) Nurses working tours of less than seven and one half (7.5) hours will be paid premium rates in accordance with Article 14 for all hours worked in excess of the scheduled short tour.

#### D.10 Self Scheduling

- (a) Nurses participating in self-scheduling shall be responsible for scheduling their hours including paid holidays and lieu days.
- (b) The prepared schedules shall be submitted to the Manager for review and approval to ensure that appropriate nursing coverage is maintained. The Manager's approval of the prepared schedule shall not be unreasonably withheld.

- (c) The introduction and discontinuance of self-scheduling will follow the process set out in Article D.2 of the local agreement, unless otherwise mutually agreed.
- (d) Self-scheduling, including scheduling regulations, shall comply with all the provisions of the Collective Agreement in all respects and shall be approved by the Scheduling Committee.

## D. 11

Job Sharing

The Employer shall not arbitrarily or unreasonably refuse to implement job sharing. Should a job sharing arrangement be implemented, the Employer reserves the right to determine the number of job share arrangements on any one unit at any one time.

When the Employer agrees to a job sharing arrangement, the following terms and conditions shall apply unless otherwise agreed to by the Employer and the Union.

Implementation

- (a) Where the job sharing arrangement arises out of the filling of a vacant full-time position, the full-time position will be posted first, and, in the event that there are no successful applicants, then both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (b) Job sharing requests with regard to full-time positions shall be considered on an individual basis. Staff members seeking a job sharing position must submit a written application to the relevant Manager. The Employer shall reserve the right to determine the appropriateness of such arrangement.
- (c) An incumbent full-time nurse wishing to share his/her position may do so without having his/her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the basis of the criteria set out in the Collective Agreement.
- (d) Where two (2) full-time employees on one unit wish to job share one (1) position, neither half will be posted. The resultant vacant full-time position will be posted.
- (e) Total hours worked by the two (2) job sharers shall equal one (1) full-time position. The division of these hours over the schedule shall be determined by mutual agreement between the two (2) nurses.
- (f) The above schedules shall conform to the scheduling provisions of the Collective Agreement. Job sharers will occupy one (1) full-time line.

- (g) Job sharers are not required to cover for their partner during sick leave or vacation unless otherwise mutually agreed. Job sharers are not responsible for arranging coverage for their position during an absence unless otherwise mutually agreed.

A job sharer may exchange shifts with her/his partner, as well as with other nurses as provided by the Collective Agreement. Job sharers will be offered additional unscheduled tours only if they make their availability known.

- (h) Job sharers involved will have the right to determine which partner works on scheduled paid holidays. Schedules shall be prepared on the basis that each job sharer shall only be required to work on half (1/2) of the number of paid holidays that a full-time nurse would be required to work.
- (i) Pregnancy Parental Leave and other Leaves pursuant to Article 11 of the Central Agreement

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence exceeding thirty (30) days, the Employer will determine the need, based on operational requirements, to replace such a vacancy. If the Employer so determines to replace such a vacancy, the remaining job share partner will have the option of covering all of the absent partner's shifts for the duration of the absence. If the remaining partner is unable to cover the entire leave of absence, he/she must inform the Manager of his/her intentions to cover all/some of the absent partner's shifts at least two (2) weeks prior to the posting of each schedule. If the remaining partner cannot cover for his/her partner, the Employer will fill the shifts, as needed, from its part-time or casual pool, in accordance with Article D or post for a temporary replacement.

- (j) In the event that layoffs are required, the job sharers will be laid off in accordance with the layoff provisions of the Collective Agreement.
- (k) Either the Employer or the Union may discontinue the job sharing arrangement with ninety (90) days' written notice. Upon receipt of such notice a meeting shall be held between the Employer and the Union within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

In the event that a job share arrangement is discontinued due to operational requirements, the job sharer(s) will revert to their pre-job share status.

## D.12

Standby

- a) i) The Employer will annually provide the Bargaining Unit President with a report of all Units utilizing any type of standby assignment. Such report is due on October 1. Additionally, the Employer will notify the Bargaining Unit President or designate no less than six (6) weeks prior to initiating ongoing standby assignments on any unit.
- ii) Standby duty shall be equitably distributed among available nurses in affected units.
- iii) Nurses required to be on standby shall be provided with relevant electronic devices. The Employer shall bear the expense of these devices provided to the nurses. The nurses shall be responsible for informing the Employer of any device malfunctions or repair concerns.
- iv) A nurse who is called in shall be paid in accordance with Article 14.06, and in addition, shall receive relief and lunch breaks in accordance with Article 13 and 14 of the Collective Agreement.
- v) Employees shall be entitled to exchange or give away their standby assignments, subject to Employer approval. Such approval will not be unreasonably withheld.
- vi) The Employer will provide a security escort to or from his or her vehicle if a nurse so requests.
- vii) A nurse who is called into work and:
  - A. Works a minimum of four hours and/or
  - B. Works past 3:30 a.m., and
  - C. Is scheduled for the next day shift

The nurse will be permitted, once relieved, leave with pay for that part of the next day shift to allow a twelve (12) hour rest period between the end of the call in assignment and the commencement of work on the regularly scheduled shift.

In addition, should operational need require the call back nurse to report at 1200 hours, the hours worked from 12:00 noon to the end of that scheduled shift will be paid at time and one half (1 ½ ) the nurses' regular straight time hours rate. In order to facilitate employee health and wellness, the Employer agrees that every reasonable effort will be made to find a

replacement nurse prior to requiring the call back nurse to report at 1200 hours.

- viii) Nurses working in Medical imaging shall only required to take standby one (1) weekend in four (4). If, however, circumstances warrant a change in practice, the Employer will provide six weeks' notice to the Union and to the nurses involved and will meet with the Unio for discussion prior to implementing any change.

(b) Telephone Stand-by

- i) A nurse on standby will be provided with the necessary equipment including items such as a tablet, ID car, etc. to allow them to work effectively from home when called during their standby shift. The Employer will be responsible for maintaining such equipment.
- ii) A nurse who is called in while on telephone standby shall be paid in accordance with Article 14.06 of the Collective Agreement.
- iii) Compensation for telephone standby time will be in accordance with Article 14.07 of the Collective Agreement.
- iv) Record of the calls will clearly identify the following:
  - A. The initials of the caller and the purpose of the phone call;
  - B. The start and end time of the phone call as well as the total duration of time spend which will include documentation time;
  - C. A brief description of action taken and/or information/service provided.
- v) The record will be maintained for the period of the standby assignment, signed off as being complete and accurate by the claiming nurse, then submitted to the Manager or designate for approval of payment.
- vi) The minimum payment for a call will be one half hour (paid at a rate of double time, i.e. one hour), paid in increments of one half hour at the nurse's current wage rate and shall be considered compensation for all subsequent calls within the half hour.



- vii) The Employer retains the right to continuously review and assess operational, program and client needs and, as such, shift coverage and standby assignments are subject to change and/or cancellation. It is also understood that the Employer will provide the Union with six weeks' notice in the event of a change and/or cancellation.

#### D. 13 Reassignment

The reassignment of nurses from one unit to another patient unit for no more than a single shift will occur in the following manner. An employee will not be reassigned during their probationary or orientation period, nor when acting as mentors during that shift. 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 provided they have the necessary qualification to perform the assigned duties. Where there are multiple volunteers, the most senior will be reassigned by rotation over the six (6) week schedule. Where there are no volunteers, employees will be reassigned in the following sequence: Nursing Resource Team nurse present, if any; nurses picking up shifts from a different unit; Casual; rotation among regular part-time and full-time nurses on duty, on the basis of reverse seniority subject to patient care requirements. Such rotation will be assigned over a six (6) week schedule, save and except nurses on the Nursing Resource Team.

#### D.14 Interprofessional Resource Team

The Collective Agreement shall apply to all aspects of the Interprofessional Resource Team (IRT).

For purposes of vacation, leaves of absence, lay-off or any other seniority or service entitlement under the Collective Agreement the IRT shall be treated as a separate unit.

The utilization of the IRT shall not cause the sort term or long term lay off of any nurse covered by the Collective Agreement or a reduction in the scheduled hours or regular part time nurses assigned permanently on any unit.

Prior to assigning an IRT Nurse, the Employer must satisfy its obligations under the Collective Agreement with respect to scheduling or calling in all regular part-time and/or casual nurses who have provided their availability per Article D.2 for scheduled tours and/or additional tours that become available after the schedule has been posted, save and except that IRTs may be utilized to fill temporary full-time 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).

A nurse so assigned under Article 10.07 (d) shall be deemed to be on that unit for the duration of the temporary assignment and their name(S) shall be clearly indicated on the schedule within that unit.

To ensure quality patient care, each IRT nurse assigned to a unit shall receive the orientation specific to the applicable unit(s), as mutually agreed to by the nurse and the Manager, prior to the commencement of the assignment.

#### D.15 Composite Positions

- (a) Composite positions will be Defined as a full time position where the incumbent is regularly scheduled between two units at a single site.
- (b) The Composite Position will be posted as per Article 10.07(a) of the Collective Agreement. Until such time as the job posting process is complete, the Employer may fill the vacancy on a temporary basis as per Article 10.07(e). The job posting will clearly indicate the nursing units in which the full-time hours will be worked.
- (c) The Nurse in the composite position will be assigned to one (1) unit as their home unit for the purposes of vacation, layoff, recall, or any other provision dealing with seniority rights and reporting relationships such as scheduling.
- (d) All provisions of the Collective Agreement will apply to the position.
- (e) No composite positions will be created or dissolved, without advance notification to and discussion with the Union. Such notice will be in accordance with Article 10.08 of the Central portion of this agreement, where applicable.
- (f) Nurses in composite positions will be scheduled sufficient shifts on both units to maintain the skills necessary to perform the work.

### **ARTICLE E - IMPLEMENTATION OR DISCONTINUATION OF EXTENDED TOURS AND INNOVATIVE UNIT SCHEDULING ARRANGEMENTS**

#### E.1 (a) Definition

Innovative Unit Scheduling means any scheduling arrangement other than those included in Articles 13.01 and 13.02, or for self-scheduling. For clarity, it is understood that job-sharing arrangements under Article F are not covered by this Article. The Employer reserves the right to create a schedule template in the absence of a voted-upon master, innovative or self-schedule.

(b) Start of Trial Period

The introduction of an Innovative Unit Scheduling Arrangement will be implemented for twenty-four (24) week trial period:

- i) where seventy percent (70%) of a vote of the full-time and regular part-time nurses on the unit so request in a secret ballot; and
- ii) where the Employer agrees to implement such a schedule. This agreement will not be withheld unreasonably or arbitrarily

(c) Continuation or Discontinuation of Trial Period

At the end of the trial period, a second vote will be held and the Innovative Unit Scheduling Arrangement shall become permanent:

- i) if seventy percent (70%) of a vote of the full-time and regular part-time nurses on the unit are in favour of continuing the arrangement as indicated by a secret ballot; and
- ii) The Employer determines, subject to reasonable and nonarbitrary consideration, that the Innovative Unit Scheduling arrangement:
  - A) does not adversely affect patient care, including continuity and co-ordination of such care; and
  - B) provides a workable staffing schedule.

(d) Termination of an Innovative Unit Scheduling Arrangement

- i) Notice of a desire to terminate an Innovative Unit Scheduling arrangement may be given by either Party:
  - A) where seventy percent (70%) of the full-time and regular part-time nurses on the unit so request in a secret ballot; or
  - B) where the Employer determines, subject to reasonable and nonarbitrary consideration that the Innovative Unit Scheduling Arrangement:
    - 1) adversely affects patient care, including continuity and co-ordination of such care;
    - 2) does not provide a workable staffing schedule; or

- ii) When notice of discontinuation is given by either party in accordance with the above, then:
  - A) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - B) where it is determined that an Innovative Unit Scheduling Arrangement will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

(e) Balloting and Scrutineering

All votes shall be conducted solely by the Union, at a time and place to be determined mutually between and the Union. The Union will post the results and advise the manager. The Employer reserves the right to assign a representative from management to act as a scrutineer.

(f) Christmas and New Year's

Nurses may request by November 1, and the Employer will endeavour to provide those nurses, a schedule that includes 7.5 hours tours for the period of December 15 to January 10. Following this period of time they shall revert to their extended tour schedules.

For clarity, the Employer shall not unilaterally schedule nurses to normal shifts over the Christmas and New Year's period absent a request to do so.

## ARTICLE F - VACATIONS

- F.1 (a) The date for determining vacation entitlement shall be the anniversary date of the employee.
- (b) Full-time employees may accrue vacation from year to year. The maximum accrual at any one time shall not exceed one and one-half times the employee's annual entitlement.

The Employer will consider requests to carry over additional vacation entitlement under special circumstances. Such requests shall not be unreasonably denied.

- F.2 A week of vacation shall be defined as a seven (7) day period. Vacations may be scheduled to commence on any day of the week. Vacation may be granted at any time during the year. Vacation entitlement over the maximum will be assigned by the Employer following consultation with the nurse(s) involved.

When a full-time or regular part-time nurse requests vacation, the Employer will grant the weekend immediately preceding and the weekend immediately following the vacation as days off. Vacation has to be used for any scheduled shifts during that period.

The Employer shall notify the nurse prior to leaving on his/her vacation the date and time on which to report for duty following vacation. It is understood that the notification is done through the scheduling process.

The Employer will not unreasonably deny vacation requests and shall respond to urgent vacation requests as soon as possible, but in any event no more than two (2) business days.

- F.3
- (a) The vacation year shall be a single period, from June 1 to May 31 each year.
  - (b) The vacation planner shall be posted February 1 and shall be removed by the Manager or designate on March 1. Nurses may submit their requests during the month of February. Vacation schedules shall be confirmed and the finalized vacation planner shall be posted by April 15.
  - (c) A nurse shall be able to exercise her or his seniority only once during the summer vacation period (June 15 to September 15) and the nurse must indicate his or her first, second, third and fourth choice for when they want to exercise their seniority to be approved for summer vacation. Nurses may exercise their seniority for vacation selection without restriction for the remainder of the year, however the Employer may limit the amount of consecutive vacation week's approval to four, but only for purposes of approving other nurses' vacation requests.
  - (d) Regular Part-time and casual nurses may submit their availability for the summer vacation period fourteen (14) days prior to its posting. The Employer may pre-book regular part time and casual nurse for this schedule, and where it does so, such scheduling shall be in accordance with the nurses' availability in order to accommodate time off requests.
  - (e) When nurses in a specific nursing unit, floor, or department desire the same or overlapping vacation period, the seniority of the nurses directly affected shall govern the assignment of vacations. Seniority means bargaining unit seniority, not departmental seniority. Full Time and Part Time seniority is separate.
  - (f) Special consideration shall be given in circumstances where a nurse has plans for an extended vacation or a milestone celebration.

- (g) Vacation requests may be made after the finalized vacation planner is posted, and such requests will be approved on a first come-first served basis, taking into consideration operational needs.
- (h) Vacation requests made outside of the vacation planner process should be received at least three weeks in advance. Where vacation requests are made with less notice, the Employer will nevertheless consider and endeavour to approve the request. Responses to vacation requests made outside of the vacation list posting period shall be provided to the employee in writing within seven (7) days of the submitted request.

F.4 Employees shall be permitted to have advance borrowing of five (5) days' vacation credit. Should an employee leave prior to earning those credits, then the Employer is authorized for all purposes including for purposes of the Employment Standards Act, and Regulations there under, to make deductions from the employees outstanding wages for those credits not yet earned.

F.5 Supplementary Vacation

Full-time nurses entitled to supplementary vacation pursuant to Article 16.01(f) of the central Collective Agreement will request such vacation as per Article F. Unused supplementary vacation will be carried over to the following vacation year(s).

Part-time nurses entitled to supplementary vacation pursuant to Article 16.06 of the central Collective Agreement will request such vacation as per Article F. Unused supplementary vacation will be carried over to the following vacation year(s). The additional 2% vacation pay will be paid out within one (1) month of earning the supplementary vacation.

**ARTICLE G – PAID HOLIDAYS**

G.1 The paid holidays shall be:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (November 11)
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day

G.2 (a) Where possible, paid holidays will be equitably distributed among the full-time nurses in each unit.

- (b) A regular part-time nurse shall be available for work on the following basis:
- i) four (4) days per week (up to 0.8 FTE) = 5 paid holidays
  - ii) three (3) days per week (up to 0.6 FTE) = 4 paid holidays
  - iii) two (2) days per week (up to 0.4 FTE) = 3 paid holidays
  - iv) one (1) day per week ( up to 0.2 FTE ) = 2 paid holidays

Any regular part-time nurse may make him/herself available for a greater number of the holidays referred to above.

G.3 For the purpose of this Article, a nurse will be considered to have worked on a paid holiday if the majority of hours worked on a tour coinciding with a paid holiday falls within the paid holiday.

G.4 When a nurse is scheduled off on a weekend which is preceded and/or followed by a paid holiday she/he shall be scheduled off the paid holiday(s), if agreed to by the individual nurse.

When a nurse is scheduled to work on a weekend which is preceded and/or followed by a paid holiday she/he shall be scheduled to work the paid holiday(s), if agreed to by the individual nurse.

G.5 A full-time nurse shall receive at least six (6) of the holidays as scheduled days off in each calendar year.

G.6 Where a full-time nurse is entitled to a lieu day, such lieu day will be a lieu day off with pay at his/her regular straight time hourly rate of pay, to be taken on a day arranged between the nurse and the Employer within sixty (60) days prior to or following the holiday, and in conjunction with a scheduled weekend off, if possible. When a lieu day has been selected and agreed, it can only be changed within the timeframe provided above.

## **ARTICLE H – BULLETIN BOARDS**

H.1 The Employer will provide bulletin boards for the sole and exclusive use of the Union to post notices of Union meetings and other Union activities. The bulletin boards will be located at various places at all sites of the Employer. The locations will be accessible to all nurses and shall be mutually agreed upon.

It is agreed that any postings will be in accordance with Employer policies and legislation.

The Employer shall also permit the Union to post notices of meetings and other Union activities on a bulletin board or in an accessible location in each nursing unit/department.

## H.2 Seniority List

Seniority lists, separated out by Full-Time, Part-Time and Casual, and by hospital unit shall be posted on the Employer's intranet and of physical bulletin boards at all three sites, on or before June 1<sup>st</sup> and December 1<sup>st</sup> of each year.

In addition, the Employer will provide, by each unit, a list of unit staff by seniority, specifying full-time, part-time, or casual.

## ARTICLE I- UNION LEAVE

- I.1 (a) The Employer shall provide the Union with one hundred and twelve and a half (112.5) paid hours per month for union business. The Union will annually notify the Employer of how this time will be allocated. This salary is in lieu of all time spent attending meetings with the Employer including all committees mandated by the Collective Agreement and time spent preparing for these committee meetings, for negotiating and implementing program transfers, for investigating and/or processing grievances, and for negotiating a renewal Collective Agreement up to but not including, arbitration. The current supplementary practice of the Employer paying additional billed time for union leaders to attend hospital business shall continue.
- (b) The Bargaining Unit President and Vice-Bargaining Unit Presidents will be placed on a Monday to Friday day shift schedule.
- (c) Where a Bargaining Unit President or Vice-Bargaining Unit President returns to their original position after having occupied a leadership position on a full-time basis, the Employer agrees to provide adequate orientation and training upon his/her return, and to return him/her to his/her former position and schedule.

## ARTICLE J- PRE-PAID LEAVE PLAN

- J.1 The Employer shall permit bargaining unit nurses to participate in the pre-paid leave plan in accordance with Article 11.11, subject to the following conditions:
- (a) Those units with less than forty (40) nurses, both full-time and regular part-time, will be allowed a maximum of one (1) nurse to be absent at any one time on a pre-paid leave.
- (b) Those units with more than forty (40) nurses, both full-time and regular part-time, will be allowed a maximum of two (2) nurses to be absent at any one time on a pre-paid leave.



- (c) Those units with more than sixty (60) nurses, both full-time and regular part-time, will be allowed a maximum of three (3) nurses to be absent at any one time on a pre-paid leave.

## **ARTICLE K – MODIFIED WORK**

- K.1 The Employer will notify the Bargaining Unit President and/or Vice-Bargaining Unit President and/or designate, of the names of all nurses who:
  - a) Go off work due to a work-related injury;
  - b) Goes on LTD;
  - c) Has been declined LTD benefits;
  - d) Has had LTD benefits discontinued.

- K.2 The Employer agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

### **K.3 Early and Safe Return to Work**

When it has been medically determined that an employee is unable to return to the full duties of his/her position, due to illness or injury, the Employer will notify, provide appropriate documentation related to restrictions and job duties to and meet with the employee, and their representative of the Ontario Nurses' Association to facilitate a meaningful discussion to promote an early and successful return to suitable work. Such meeting will occur as soon as possible, but in any event no later than two weeks of the information being known.

Further, the parties agree as follows:

- a) A joint Return to Work Committee (RWC) comprised of an equal number of Union and Hospital representatives will be established to assist nurses requiring permanent accommodation in the workplace. One of the Union representatives will be recognized as co-chair. The Committee will meet as necessary with no less than four (4) weeks' notice and no more than six (6) weeks' notice (unless otherwise jointly agreed) at the request made by either co-chair to the other.
- b) Prior to a meeting of the RWC, the Employer will provide information to the Union co-chair, names and date of disability of nurses who require permanent accommodation in each of the following categories;

- 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
- iii. nurses who have been absent from work because of disability for more than 23 months (in conjunction with the definition change period under LTD benefits).
- iv. nurses who are currently on a temporary modified work program.

The parties further agree that information supporting the above will be provided to the RWC or participants of a meeting as described in (d) below.

- c) A disabled nurse who is ready to return to work will provide the Corporate Health and Safety Services/Occupational Health department with medical documentation of their ability to return to work including information regarding any restrictions or limitations.
- d) When a returning nurse is in need of temporary modified duties or of a permanent accommodation the Employer will notify the RWC co-chairs or their designates and will provide to them the information obtained under (b) above. A meeting will be convened to include the nurse, a Union RWC representative, the Manager of the nurse, a Corporate Health and Safety Services representative, and a Human Resources representative as needed. This group will develop a return to work plan designed to facilitate the earliest practical return to full duties or full duties as modified e.g. temporary assignments on an individual case basis.
- e) In creating a return to work plan, the injured/ill nurse's abilities and accommodation needs will be examined to determine if the nurse can return to her:
  - 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.
- f) In creating a return to work plan, the committee will consider the nurse's abilities and accommodation needs, and if she is unable to return to work in accordance with Article (e) above, the committee

will identify any positions in the hospital in which the nurse may be accommodated.

- g) A nurse in need of permanent accommodation may be temporarily accommodated until a permanent accommodation is established. Such a nurse will remain on the list of nurses requiring permanent accommodation provided under article (b) (vii) above.
- h) The parties recognize that more than one nurse requiring accommodation may be suitable for a particular position or accommodation. In such cases the parties agree that in complying with articles (e) and (f) and (g) above, they must balance additional factors including in no particular order:
  - i. skills, ability, and experience
  - ii. ability to acquire skills
  - iii. path of least disruption in the workplace
  - iv. time spent awaiting an accommodation
  - v. seniority
- i) When more than one nurse is deemed by the committee to be suitable for a particular position or arrangement, and the factors set out in Articles (e), (f), (g) and (h) are relatively equal, seniority shall govern.
- j) The committee ( or its designate) will monitor the status of accommodated nurses and the status of nurses awaiting accommodation. Notification will be provided to the Union by the Corporate Health, Safety and Wellness department when any nurse's modified or accommodated work plan has been completed via the return to work plan document.
- k) The Return to Work Committee will also develop and recommend overall strategies for:
  - i. integrating accommodated workers back into the workplace
  - ii. educating nurses and managers about the legal, personal, and organizational aspects of returning employees requiring modified work or accommodation to work.
- l) Alternate Placements
  - i. Before posting, a member of the Corporate Health, Safety and Wellness department will examine all potential vacancies to

determine if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to her home unit in accordance with section (e) above.

- ii. If a vacancy is identified as suitable for accommodation purposes, Human Resources may recommend holding the posting and consult with the Union as soon as possible to determine:
  - A) whether the unit, after considering all factors including the number of accommodated nurses in the unit, the operational needs of the unit, the safety of nurses working in the unit, can reasonably accommodate a nurse
  - B) whether the posting of the position under the Collective Agreement between the parties may be waived, subject to the approval of the Labour Relations Officer
  - C) whether a position outside the bargaining unit may be an appropriate position for accommodating a nurse.
- iii. When the parties agree to a permanent accommodation whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.
- iv. The home position of an employee requiring permanent accommodation may be posted under the following circumstances:
  - A) The employee is permanently accommodated in another position or arrangement.
  - B) The weight of the medical evidence establishes that there is no reasonable prospect of a return to her/his original position in the foreseeable future.
  - C) Filling a disabled employee's home position does not remove the Employer's duty to accommodate that employee.

## **ARTICLE L OCCUPATIONAL HEALTH AND SAFETY**

### **L.1 Violence in the Workplace**

- a) The Employer agrees that no form of verbal, physical, psychological, sexual or any other form of violence which may cause harm or injury

or that gives a person reason to believe that s/he or another person is at risk of physical or psychological injury will be condoned in the workplace. Any employee who believes the situation to be violent shall report this to the immediate supervisor who will take every precaution reasonable to rectify the violent situation.

- b) The Employer agrees to develop and maintain, in consultation with the Joint Health and Safety Committee formalized policies, procedures and training to deal with workplace violence. The policies and procedures will address prevention of violence and the management of violent situations and support to nurses who have faced workplace violence. Prior to implementing any changes to these policies, the employer agrees to consult with the Joint Health and Safety Committee which includes the Union.

These policies and procedures shall be communicated to all nurses and supervisors. These policies are available to print on the Employer's intranet. All employees shall receive training on the Employer's violence policy.

- c) Notification to the Union

The Employer will notify the JHSC and Union in writing of all incidents related to violence within four (4) days. For critical injuries the Employer will notify the JHSC and the Union immediately and in writing within forty-eight (48) hours. Such notices will contain all of the information as prescribed in section 5 of the health care regulation.

- d) Staffing Levels to Deal with Potential Violence

The Employer agrees that, where there is a risk of violence, it will endeavour to ensure that there is an adequate level of trained employees present.

- e) Damage to Personal Property

The Employer will consider requests for reimbursement for damages incurred to the nurses' personal property, such as eye glasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his/her work. Such requests will not be unreasonably denied.

- f) Support for Victims of Violence

The Employer and the Union recognize the importance of supporting the victims of workplace violence. The Employee and Family Assistance Program is available for counselling and support to help victims recover from incidents of workplace violence.

g) Training

The Employer agrees to provide education, training, information, and instruction on violence prevention and harassment policies, measures, procedures and programs, and on prevention of violence, including domestic violence that can spill over into the workplace to all employees. This training will be done during a new employee's orientation and updated as required.

L.2 Musculoskeletal Injury Prevention

- a) The Employer in consultation with the Joint Health and Safety Committee (JHSC) and the Occupational Health and Safety Manager or designate shall work towards developing, establishing and putting into effect, musculoskeletal prevention and control measures, procedures, practices, equipment and training for the health and safety of nurses.
- b) Once in effect, at least one a year the musculoskeletal injury prevention and control measures, procedures, practices, and training shall be reviewed and revised, if necessary, in the light of current knowledge and practice.
- c) The review and revision shall be done more frequently than annually if,
  - i) the Employer, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
  - ii) there is a change in circumstances that may affect the health and safety of an employee.
- d) The Employer 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.

L.3 Sharps Safety and Needlestick Injuries

The Employer, in consultation with the Joint Health and Safety Committee, shall maintain, update and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program includes and addresses employee training and education with respect to needle stick and sharps injury prevention, and provides for the maintenance of a needle sticks/sharps injuries log to detail incidents.

## **ARTICLE M - MISCELLANEOUS**

- M.1 The Employer shall continue its present policy of paying nurses by bank deposit system. The Employer will make its best efforts to ensure that this deposit shall be available not later than Friday of every second week by 7:00 a.m.
- Upon harmonization of payroll systems, pay stubs should be available to nurses electronically every second Wednesday, by noon.
- M.2 The Employer will pay part-time and casual nurses their vacation pay on each deposit
- M.3 In the event of underpayment to a nurse equivalent to one (1), seven and one-half (7 ½) hour shift or more, the Employer shall pay the outstanding monies as soon as possible, but no later than three (3) business days after notification of the error or underpayment is made to the Payroll Department.
- M.4 The Employer shall continue to provide and/or launder scrub clothing as per current practices at each site.
- M.5 The Employer will ensure that adequate locker and change room facilities are provided for nurses as per current practices at each site.
- M.6 The Employer will invite expressions of interest from nurses wishing to be considered for leadership or project work assignments greater than one (1) week. All assignments will rotate, and qualifications and equitable opportunity to do the work, as well as seniority, will be considered in selecting candidates.
- M.7 The Employer will endeavour to provide an on call room for any nurse that is scheduled for standby duty.
- M.8 The Employer will endeavour to provide appropriate space for all nurses to utilize while on rest and meal breaks as provided for in the Collective Agreement.
- M.9 (a) Where the Employer requires certification or re-certification course(s) specific to clinical programs and/or services, the Employer shall reimburse each nurse for the cost of such course(s) or re-certification. Each nurse shall be paid his/her regular straight time hourly rate of pay for such course time subject to Article 9 of the Collective Agreement. Where practicable, the Employer will provide on-site re-certification.
- (b) The Employer will reimburse a nurse for one re-certification per course per term of re-certification.

- (c) Where the Employer deems changes to existing certification requirements are essential to allow a nurse to practice in a specific unit, program or service, any such change will be discussed at the Hospital Association Committee prior to implementation.

M.10 Full-time nurses will be considered for temporary full-time vacancies under 10.16(d) on the same basis as regular part-time nurses.

M.11 Notification to Unsuccessful Job Applicants

The parties agree that members of the bargaining unit who are unsuccessful candidate(s) for a posted position within the bargaining unit will be notified, in writing, within ten (10) business days of the successful candidate accepting an offer and prior to the posting of the name of the successful candidate(s). Written notification to the successful candidate(s), the unsuccessful candidate(s) who are members of the bargaining unit and the Bargaining Unit President will be completed at the same time.

M.12 Retiree Benefits – Process for Payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in Article 17.01(h) will provide payment of the benefits through a pre-authorized payroll deduction process.

It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to retired nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

(a) Part-Time Benefits

The Employer agrees to provide part-time nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17 (excluding Short Term Disability, Long Term Disability, Life Insurance, Accidental Death and Dismemberment, etc.). It is understood and agreed that the part-time nurses who participate will assume the full cost of the monthly premiums.

Any part-time nurse who wishes to participate will provide payment of the benefits through a pre-authorized payroll deduction process.

The Parties agree that effective the date of ratification or award of this Collective Agreement, the Employer will offer an open enrollment period of sixty (60) days for Part-time Nurses who are not currently enrolled in any of the available benefits to do so.



M.13 Where the Employer provides in-house fitness facilities, all members may access such facilities for the normal fees as determined by the Employer, including taxes. Payment for access to such facilities is by authorized payroll deduction or such mechanism as determined by the Employer.

M.14 Agency Reporting

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

- (a) Agency nurse hours worked per program;
- (b) Total agency nurse hours worked hospital-wide;
- (c) Total bargaining unit hours worked per program;
- (d) Total bargaining unit hours worked hospital-wide;
- (e) Percentage of agency nurse hours worked per program; and
- (f) Percentage of total agency nurse hours worked hospital-wide.

Where program usage appears high, the Bargaining Unit President may request, through the Hospital Association Committee, and the Employer shall provide unit-by-unit details on agency usage as a proportion of total RN staffing for the period in question.

M.15 Electronic Grievance Form

- (a) The parties agree to use the electronic version of the (O.N.A Grievance Form at Appendix 1 of the Hospital Central Agreement).

The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.

Electronic grievances may be sent, via email, to the applicable Manager and copied to Human Resources, or the identified designate.

The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.

The Union undertakes to get a copy of the electronic version signed by the grievor.

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.

Electronic Professional Responsibility Workload Report Form

- (b) The parties agree to use the electronic version of the (O.N.A Professional Responsibility Workload Report Form at Appendix 6 of the Hospital Central Agreement).

The parties agree that hard copied of the electronic form are valid for purposes of Article 8 of the Hospital Central Agreement.

Electronic grievances may be sent, via email, to the applicable Manager and copied to Human Resources, or the identified designate.

The electronic signature of the Unio Executive representative or Labour Relations Officer will be accepted as the original signature.

The Union undertakes to get a copy of the electronic version signed by the employees.

The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a complaint proceed to mediation or IAC.

DATED AT TORONTO, ONTARIO THIS 14 DAY OF January, 2022.

For the Employer

For the Union

Chiara Ansell

Beverly Dalys  
Labour Relations Officer

Orla Smith

Deborah Ashikawa

Donna Didimos

Cara Silva

Sofia Da Silva

Janice Glen

Jonathan Fetros

Hussein Jaffer

Joyce Fenuta

Maureen McLeod

Giancarla Curto-Correia

Maria Monterio

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Zenaida Marquez

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Steven Mark

**LETTER OF UNDERSTANDING**

**Between:**

**UNITY HEALTH TORONTO  
(hereinafter referred to as “the Employer”)**

**And:**

**ONTARIO NURSES’ ASSOCIATION  
(hereinafter referred to as “the Union”)**

Re: St. Michael’s Site – Composite Positions

The parties recognize the current challenges in recruiting and retaining experienced part-time Registered Nurses in the CICU and CVICU. The parties agree without prejudice and precedent to the creation of composite positions between the two (2) units to provide Full-time employment on the following basis:

1. Three composite positions will be cover the CICU and CVICU.
2. The job postings will clearly indicate the nursing units in which the full-time hours will be worked.
3. The Nurse(s) in the composite position will be on a master rotation.
4. Each of the Nurses in the composite positions will be assigned to one (1) unit as their home unit for the purposes of vacation, layoff, recall or any other provision dealing with seniority rights.
5. All provisions of the Collective Agreement will apply to the position.
6. The parties agree to meet within the first six (6) months to review the positions and by mutual agreement amend the terms and conditions as required.
7. Prior to the creation of new composite positions between the units the Employer will meet with Union to discuss the new positions.

DATED AT TORONTO, ONTARIO THIS 14 DAY OF January, 2022.

For the Employer

For the Union

Chiara Ansell

Beverly Dalys  
Labour Relations Officer

Orla Smith

Deborah Ashikawa

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Steven Mark

## LETTER OF UNDERSTANDING

**Between:**

**UNITY HEALTH TORONTO**  
(hereinafter referred to as “the Employer”)

**And:**

**ONTARIO NURSES’ ASSOCIATION**  
(hereinafter referred to as “the Union”)

### **Re: Regular Part-time Nurses on Master Schedules**

The Parties agree that where Regular Part-time Nurses are currently working on Master Schedules, or where a Unit votes for a Master Schedule in which Part-time Nurses’ lines are included in the Master Schedule, there is no requirement for such nurses to provide availability in accordance with Article D.1 (d), which states as follows:

- (d) Nurses are required to provide availability, to which the Employer will endeavour to schedule the nurse, as follows:

FTE	Hours Bi- Weekly	Minimum availability – 8 hour tours	Minimum availability – 12 hour tours
0.2 FTE	15 hours	22.5 hours (3 tours)	22.5 hours (2 tours)
0.3 FTE	22.5 hours	30 hours (4 tours)	33.75 hours (3 tours)
0.4 FTE	30 hours	37.5 hours ( 5 tours)	45 hours ( 4 tours)
0.5 FTE	37.5 hours	45 hours (6 tours)	56.25 hours (5 tours)
0.6 FTE	45 hours	52.5 hours (7 tours)	67.5 hours (6 tours)
0.7 FTE	52.5 hours	See below	See below
0.8 FTE	60 hours	See below	See below

Part-time Registered Nurses with a commitment of .7 and above will be scheduled to their commitment, and may request specific days off fourteen (14) days in advance of the posting of the unit schedule, absent specific requests, availability is assumed.

For clarity, nothing in the Collective Agreement, including this Letter of Understanding, precludes part-time nurses on Master Schedules from providing availability for shifts in excess of those on their master line.

DATED AT TORONTO, ONTARIO THIS 14 DAY OF January, 2022.

For the Employer

For the Union

Chiara Ansell

Beverly Dalys  
Labour Relations Officer

Orla Smith

Deborah Ashikawa

Donna Didimos

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