

**LOCAL ISSUES**

**BETWEEN:**

**UNIVERSITY HEALTH NETWORK  
PRINCESS MARGARET CANCER CENTRE  
(Hereinafter referred to as the "Hospital")**

**And:**

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

Expiry Date: March 31, 2023

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**APPENDIX 3 – SALARY SCHEDULE****Classification - Registered Nurse**

Step	Current Effective 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

**TEAM LEADER**

Step	Current Effective April 1, 2021	April 1, 2022
Start	\$35.71	\$36.07
1 Year	\$35.83	\$36.19
2 Years	\$36.50	\$36.87
3 Years	\$38.11	\$38.49
4 Years	\$40.10	\$40.50
5 Years	\$42.36	\$42.78
6 Years	\$44.43	\$44.87
7 Years	\$46.44	\$46.90
8 Years	\$49.72	\$50.22
25 Years	\$50.60	\$51.11

**GRADUATE NURSE**

Step	Current Effective April 1, 2021	April 1, 2022
Start	\$31.59	\$31.91
1 Year	\$31.70	\$32.02
2 Years	\$32.15	\$32.47
3 Years	\$33.60	\$33.94
4 Years	\$35.11	\$35.46
5 Years	\$37.02	\$37.39
6 Years	\$38.71	\$39.10

INFECTION CONTROL NURSE

Step	Current Effective April 1, 2021	April 1, 2022
Start	\$37.78	\$38.16
1 Year	\$38.28	\$38.66
2 Years	\$39.08	\$39.47
3 Years	\$41.15	\$41.56
4 Years	\$43.10	\$43.53
5 Years	\$46.18	\$46.64
6 Years	\$47.85	\$48.33
7 Years	\$50.21	\$50.71
8 Years	\$53.80	\$54.34
25 Years	\$54.74	\$55.29

CARE LEADER

Step	Current Effective April 1, 2021	April 1, 2022
Start	\$35.71	\$36.07
1 Year	\$35.83	\$36.19
2 Years	\$36.42	\$36.78
3 Years	\$38.11	\$38.49
4 Years	\$39.83	\$40.23
5 Years	\$41.98	\$42.40
6 Years	\$44.13	\$44.57
7 Years	\$46.31	\$46.77
8 Years	\$49.46	\$49.95
25 Years	\$50.31	\$50.81

**APPENDIX 4 - SUPERIOR CONDITIONS****ARTICLE 14 - PREMIUM PAYMENT**

Nurses with a BSCN or Bachelor of Nursing degree from a recognized institution will receive an Educational Premium of thirty-five (35¢) cents per hour worked, when they present proof of their degree to the Hospital.

## **ARTICLE A - RECOGNITION**

A.1 The Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by The University Health Network/Princess Margaret Cancer Centre (formerly Princess Margaret Hospital), in Metropolitan Toronto, save and except Nurse Managers, persons above the rank of Nurse Manager, Administrative Coordinators, persons employed as Clinical Educators, Programme Coordinators and, Patient Education and Staff Development.

It is understood by the parties that Research Technicians and Research Assistants are not included in the bargaining unit.

A.2 The word "nurses" when used throughout this Agreement shall mean persons included in the above-described bargaining unit.

A.3 "Supervisor and Immediate Supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

## **ARTICLE B - MANAGEMENT RIGHTS**

B.1 The Union acknowledges that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by a provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided that a claim by a nurse who has completed the probationary period that she has been discharged or disciplined without just cause 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, hours of work, work assignments, services to be performed, methods of work and working establishment for any services;
- (d) 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 REPRESENTATIVES**

### **C.1 Nurse Representatives, Union Committees and Representatives**

- (a) There shall be twelve (12) nurse representatives as follows:

One (1) from Inpatient Haematology Oncology Service (14A/15A)  
 One (1) from AUTO/ALLO Inpatient Transplant, Day Hospital (14B/14C/15B/15C)  
 One (1) from Inpatient Palliative Care (16P)  
 One (1) from Inpatient Medical/Radiation Oncology (17A/17B)  
 One (1) for Operating Room, Recovery Room, Short Stay (18B)  
 One (1) from Hematology Ambulatory Clinics  
 One (1) from Solid Tumour Ambulatory Clinics  
 One (1) from Ambulatory and Acute Care Clinics (RNC/UCC/Day Oncology)  
 One (1) from Clinical Trials  
 One (1) from Systemic Therapy  
 One (1) from Malignant Hematology Day Unit  
 One (1) from the Nursing Resource Unit (NRU)

- (b) Grievance Committee

The Grievance Committee shall consist of up to three (3) nurses in addition to the Bargaining Unit President. No more than one nurse from any one unit shall be a member of the committee. This limitation will not preclude any nurse from being a member of the committee if she is from the same unit as the Bargaining Unit President.

When members of the grievance Committee are scheduled to work other than the day shift on a day of the third step grievance meeting, their hours will be re-scheduled to the day shift.

- (c) Hospital Association Committee

The Hospital Association Committee shall be comprised of not more than three (3) representatives of the Union and three (3) representatives of the Hospital. No more than one (1) nurse from any one unit shall be a member of the Committee. This limitation will not

preclude any nurse from being a member of the committee if she is from the same unit as the Bargaining Unit President.

The Union shall identify the contact that the Hospital may utilize to arrange meetings and establish agendas. When a regular member is not available she/he may be replaced by an alternative appointed by the Union. Any other person may attend by agreement of the parties. There will be joint meetings of the Hospital Association Committee between sites.

(d) Negotiating Committee

The Negotiating Committee shall be comprised of not more than four (4) nurses, normally not more than one (1) of whom shall be from any one unit. It is understood that the Bargaining Unit President, Grievance Chairperson, a full-time employee, and a part-time employee will comprise the four (4) nurses who make up the committee.

(e) Occupational Health & Safety Committee

The Hospital will recognize two (2) bargaining unit members of the Joint Occupational Health and Safety Committee. When a regular member is not available, she/he may be replaced by an alternate appointed by the Union.

(f) Professional Development Committee

The Corporate Committee shall be composed of equal numbers of members representing the Union and the Hospital. One (1) of the Hospital's representatives will be the Chief Nursing Executive or designate. This bargaining unit will be represented by one (1) member as well as the Bargaining Unit President or designate.

C.2 The Union interview for newly hired nurses shall be scheduled during the new employee's orientation period, during her first week of employment. The Hospital will advise the Union as to the time and place where this interview will normally take place and the Union will be notified by the previous Friday if there are to be any changes in time or place, or if the interview is to be cancelled because no one is to be orientated. No management will be present during interview.

C.3 The Hospital will post lists of Executive members of the Union and the Committee representatives (as provided for in the central agreement) on the bulletin board.

C.4 (a) The Hospital will provide the bargaining Unit President with two (2) shifts off work with pay every week. This day will not be used for



arbitrations, Union conventions and Labour Board hearings. The Bargaining Unit President will work day shift during her term of office should they so request and provided the availability of the Bargaining Unit President is not diminished. It is understood that the Bargaining Unit President will enter their schedule prior to others completing the self-scheduling process.

- (b) The Hospital will pay full salary to the local Co-ordinator for three (3) eight hour days per week provided that it is understood and agreed that the Local Co-ordinator will conduct all of her/his regular union business with the Hospital during those three (3) days.

It will be expected that the Local Co-ordinator will carry out her/his regular duties on her/his unit for the rest of her/his regular work week.

Regular union business excludes such things as arbitration, union conventions and Labour Board.

- (c) The Hospital will, upon request, schedule the Grievance Chair on the day shift only and will provide the bargaining unit's Grievance Chair with one (1) shift off work with pay every pay period for the purpose of processing of grievances and for seeking resolution of issues between the Hospital and the Union.

The Hospital, upon request, will provide the Grievance Chair one (1) additional Hospital paid shift off per calendar month. Such day is not accumulative (must be used within current month) and must be used for seeking resolution of issues between the Hospital and the Union. These days will not be used for arbitrations, Union conventions and Labour Board hearings.

- (d) The Hospital will provide the bargaining unit's Return to Work representative with seven (7) hours off work with pay each week to attend Return to Work meetings with the Hospital. It is understood that when there are no Return to Work meetings and the representative is scheduled to work, the representative will be assigned duties on her/his unit.

#### C.5

Leave of absence for Union business shall be granted up to a total of one hundred and twenty-five (125) aggregate days total, including both full-time and part-time nurses during any calendar year, provided at least two (2) weeks' notice in writing is given by the Union to the Hospital, except in emergency situations. No more than two (2) nurses from any one unit may be absent from the Hospital at the same time.

When Union leave has been granted for an arbitration which is cancelled, the Union, shall, unless otherwise agreed, provide the Hospital with at least four (4) hours' notice that they wish the leave cancelled, failing which such

leave shall go forward. Replies to requests for leave of absence shall be given as soon as possible.

**ARTICLE D - SCHEDULING [Applies to regular, extended and ten (10) hour tours]**

- D.1
- (a) For full-time and regular part-time nurses, the Hospital will continue with the concept of master schedules/rotation. Six (6) unworked weeks of the schedule will be posted at all times. Schedules shall be posted no later than 1530 on the day of the posting. Schedules once posted will not be changed without mutual agreement.
  - (b) On units with staggered or variable start times the different shifts will be equitably distributed amongst the employees on that unit.
  - (c) A nurse may be permitted to exchange her schedule hours of work with another nurse provided the arrangement is submitted in writing, dated and signed, and is approved by the immediate supervisor concerned and such arrangement will not result in any requirement of any overtime or premium pay. Such requests shall not be unreasonably denied. The exchange must be completed by both parties within the posted schedule.
  - (d) For full-time and regular part-time nurses, requests for specific days off shall be submitted in writing at least three (3) weeks in advance of the posting of the schedule. The Hospital shall reply, in writing, within seven (7) calendar days of the receipt of the request.
- D.2
- A nurse shall be entitled to a twenty (20) minute rest period for each half (1/2) tour and a half (1/2) hour unpaid meal period. Where possible, meal and rest periods shall be scheduled in such a way so as to provide the nurse with time away from the work area.
- Meal periods and relief periods as set out in Article 13 shall be taken at times designated by the Hospital.
- D.3
- It is understood that the scheduling objectives set out in Articles D, E, F, G, H, and I may be waived between December 15<sup>th</sup> and January 15<sup>th</sup> so that all nurses will receive six (6) consecutive days off or more, at either Christmas or New Year's, except in areas which normally are not scheduled to work on weekends or paid holidays (i.e. Ambulatory Clinics/Outpatient Services). Time off at Christmas shall include Christmas Eve (December 24<sup>th</sup>), December 25<sup>th</sup> and December 26<sup>th</sup>, and time off at New Year's shall include December 31<sup>st</sup> and January 1<sup>st</sup>, unless otherwise mutually agreed. In the event of conflict, bargaining unit seniority within the given nursing unit shall be the decisive factor.

The list for indicating preferences for Christmas and New Year's will be posted no later than August 15<sup>th</sup> of each year.

Nurses will submit their preferences and vacation requests for the Christmas and New Year's period by no later than the end of the day the 2<sup>nd</sup> Friday following Labour Day of each year. The Hospital will accommodate holiday scheduling preferences on the applicable Nursing Unit in order of seniority. No nurse shall be required to work more than three (3) consecutive years of Christmas or New Year's shifts, if it is not her preference.

Notwithstanding the above, once every five (5) years, nurses may request Christmas and New Year's off. Nurses wishing such consideration shall make such requests by the end of the day the Friday following Labour Day. Such requests shall not be unreasonably denied.

The Hospital will post schedules indicating time off for Christmas and New Year's, no later than October 31<sup>st</sup>.

- D.4
- (a) Eight weeks prior to altering the starting or finishing times on a unit, or introducing different shifts the Bargaining Unit President shall be notified and the nurses on the unit consulted for meaningful input and comment. Where possible, up to two (2) nurses not in favour of the change shall be fitted into the schedule based on the prior tour. Seniority shall be the governing factor. Such altering of the schedule shall not be arbitrary or unreasonable. After six (6) months of the introduction of the new schedule, a meeting will be held with the Hospital and Union to evaluate the schedule and to make recommendations to improve the schedules if needed.
  - (b) Staff members who have indicated their availability will be called in including over-time before shifts are offered to agency nurses. Provided that they have the skills, ability, experience and qualifications, nurses may submit their availability to work additional tours to more than one (1) unit if to do so is in accordance with existing Hospital practice.
 

This overtime shift will be offered to full-time nurses first, then to regular part-time nurses, and finally casual part-time nurses by seniority on a rotating basis per pay period in accordance with nurses' availability referred to above.

It is understood that a call placed will represent the offer of the shift having been made.
  - (c) In emergency situations nurses will be allowed to report to work up to two (2) hours later than their regularly scheduled shifts. Nurses will be required to make up the time at the end of the shift where it is

possible to do so.

D.5 Equivalent Time Off for Overtime Work

Nurses will submit their claims for approved overtime hours within each pay period.

Where a nurse has worked accumulated overtime hours, and elects to take equivalent time off under Article 14.09, such time off will be scheduled at a mutually agreeable time between the nurse and her immediate supervisor. Requests for such time off will not be unreasonably withheld.

All overtime banked hours that have not been taken by March 31<sup>st</sup> of a given fiscal year will be paid as overtime pay.

D.6 Part-time Commitment

All regular part-time nurses will be scheduled up to their committed hours on their unit, before casual nurses are utilized on that unit.

Where all regular part-time nurses have been given an opportunity to work up to their committed hours and extra hours become available, the Hospital will fill these requirements by offering this work to regular part-time nurses on that unit who have made themselves available to the Hospital for additional work; provided that no nurse exceed full-time hours as a result of being offered such extra hours. These offers of such tours would be made on the basis of seniority.

Where regular part-time nurses have been given the opportunity to work available hours beyond their committed hours, remaining available hours will be offered to casual nurses on an equitable basis.

D.7 Scheduling Education

Subject to the staffing exigencies of the unit, a nurse shall receive consideration in scheduling to allow her to pursue academic course(s) to further her education, when the nurse complies with the following requirement:

1. submits her written request at least one (1) month prior to commencing the academic courses.

D.8 Individual lines on a master rotation shall not be changed without prior discussion between the nurse affected and her immediate supervisor. Where an individual line will be changed following this discussion, six (6) weeks' notice of the change will be provided to the nurse. Where a nurse has complained to her/his Manager about a schedule and the Union

requests a copy of the applicable schedule, the Manager shall provide a copy to the Union.

D.9 The Hospital agrees with respect to future permanent moves from site to site and Unit to Unit or Department to Department that they will provide the Union with as much notice as reasonable under the circumstances.

D.10 Reassignment (Floating)

The Hospital and the Union recognize that it is a management right to reassign an employee who is scheduled to work for a period of time up to and including a single shift. This reassignment will be from the employee's home unit to any other unit as required by the Hospital. The Hospital and the Union agree to implement the following principles if such reassignment occurs:

1. It is agreed that all reassignments will be made to units where the reassigned employee possesses the skills necessary to provide patient care.
2. The experienced employee will orient the reassigned employee to the general functioning of the unit and will act as a resource to the reassigned employee.
3. The reassigned employee will identify, to the experienced employee, her skills, abilities and limitations in relation to duties required on the receiving unit.
4. Reassignment will occur bearing in mind the following principles provided patient care requirements are the first priority on a shift by shift basis:
  - (a) The Hospital will not reassign probationary employees
  - (b) The Hospital will reassign employees who volunteer
  - (c) The Hospital will cancel or reassign agency employees before reassigning staff employees
  - (d) The Hospital will reassign employees in the following sequence, NRU assigned to the unit that day on the basis of reverse seniority then according to seniority, casual; regular part-time; regular full-time.

D.11 Reassignment (Floating) Ambulatory Clinics

Notwithstanding Article D.10, the following principles shall apply in the event of a cancellation of an Ambulatory Clinic:

1. The nurses assigned to the cancelled clinic may be reassigned to other pods/clinics within the ambulatory clinics.
2. It is agreed that all reassignments will be made to pods/clinics where the reassigned employee possesses the skills necessary to provide patient care.
3. If required, the reassigned employee will be oriented to the general functioning of the pod/clinic.

- D.12
- (a) A casual nurse shall submit her availability four (4) weeks prior to posting of the schedule.
  - (b) A casual nurse who declares herself available to work and later becomes unavailable for work shall notify the Hospital as soon as possible.

**ARTICLE E - SCHEDULING – 7.5 Hour Tours**

E.1 The Hospital will endeavour to maintain and achieve the following objectives in the information of working schedules for nurses working 7-1/2 hour tours.

- (a) The normal tours of duty are as set out below:

Days	0730 - 1530
Evenings	1530 - 2330
Nights	2330 - 0730

The normal tours of duty shall not be changed unless there has been a full discussion of the reasons for the change with the nurses affected and the Union and a subsequent reaffirmation of the decision to change accompanied by the giving of six (6) weeks' notice to the affected nurses.

- E.2
- (a) Nurses presently employed on the evening or night tours on a permanent basis will not be rotated except by mutual consent.
  - (b) The Hospital shall consider requests for permanent evening or night shifts and such requests will not be unreasonably denied. Notwithstanding the above, each nurse on a permanent shift may be required to do a tour of duty on days, for in-service requirements and evaluation, every six (6) months not to exceed three (3) weeks in each six (6) month period. The three (3) week period in each six (6)

months shall be scheduled upon mutual agreement between the nurse and her immediate supervisor.

- (c) Nurses presently working the day shift on a permanent basis shall not be permanently assigned to other shifts unless there has been a full discussion of the reasons for the change with the nurses affected and the Union and a subsequent reaffirmation of the decision to change, accompanied by the giving of six weeks' notice to the affected nurses.
- (d) Nurses will not be scheduled to work more than six (6) consecutive days, to be followed by at least a minimum of two (2) consecutive days off. In the event a nurse is scheduled to work more than seven consecutive days, she shall be paid the overtime premium as set out in Article 14, for each additional shift until she receives two (2) consecutive days off.
- (e) Full-Time and Part-Time: The Hospital will not schedule split shifts. At least sixteen (16) hours off shall be scheduled between shifts, and at least forty-eight (48) consecutive hours off shall be scheduled following the night shift.

A shorter period of time between changes of shift may be agreed upon by mutual consent.

- (f) A full-time nurse as well as a regular part-time nurse may not be required to change tours of duty more than once during a work week.
- (g) The Hospital will attempt to schedule full-time nurses and regular part-time nurses to rotate the two (2) tours of their preference. However, for the continuance of efficient operation, the Hospital reserves the right to assign a full-time nurse as well as a regular part-time nurse to a tour other than her preference, on a long term basis, following notification in writing to the nurse concerned.
- (h) In areas where nurses work eight (8) hour shifts (Monday to Friday) such scheduling practices as exist will remain in place for the duration of this agreement.
- (i) The Hospital will provide at least every second weekend off.
  - (1) If the nurse is required to work on a second and subsequent weekend, she will receive premium payment as defined in the Central Agreement, for all hours worked on that weekend and subsequent weekends 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; or
- iii) such weekend is worked as the result of an exchange of shifts with another nurse.

(2) Regular part-time nurses shall receive weekends on the following basis:

- i) a nurse working one (1) or two (2) days per week shall not be required to work more than two (2) weekends in a six (6) week period;
- ii) a nurse working three (3) days per week shall receive every second weekend off;
- iii) a nurse working four (4) days per week shall receive every second weekend off.

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

- (j) A weekend is defined as being fifty-six (56) consecutive hours off work during the period commencing 1530 hours Friday and ending at 0730 hours the following Monday.
- (k) A full-time nurse as well as a regular part-time nurse who normally rotates shall not be required to work more than two (2) consecutive weeks on either the evening or night tour, without being scheduled for a period of day tours, unless otherwise agreed.
- (l) The Hospital will equitably distribute shift work amongst full-time nurses in a unit working the same shift rotation.
- (m) Nurses presently working the day shift on a permanent basis in Ambulatory Care and the Operating Room with every weekend off shall not be assigned to regularly scheduled weekend work unless there has been a full discussion of the reasons for the change with the nurses affected and the Union and a subsequent reaffirmation of the decision to change accompanied by the giving of six weeks' notice to the affected nurses.



## **ARTICLE F - SCHEDULING - EXTENDED TOURS (11.25 hours)**

F.1 The normal tours of duty are as set out below:

Days 0730 - 1930  
Nights 1930 - 0730

The normal tours of duty shall not be changed unless there has been a full discussion of the reasons for the change with the Union and a subsequent re-affirmation of the decision to change, accompanied by the giving of six (6) weeks' notice to the affected nurses.

F.2 Scheduling Regulations

The following scheduling provisions shall apply to all nurses working extended tours as follows:

- (a) No more than three (3) consecutive extended tours shall be scheduled unless specifically requested or agreed to by the nurse.
- (b) At least 11.25 hours' time off will be scheduled between shifts. This provision is applicable to full-time and regular part-time nurses.
- (c) A weekend is defined as a minimum of five consecutive extended tours off which shall commence no later than 1930 hours Friday.
- (d) The Hospital will not schedule split shifts.
- (e) A full-time nurse as well as a regular part-time nurse may not be required to change tours of duty (days & nights) more than once during a period of seven consecutive days.
- (f) At least forty-eight (48) consecutive hours off shall be scheduled following night shift. A shorter period of time between changes may be agreed upon by mutual consent. This provision [F.1 (f)] is applicable to full-time and regular part-time nurses.
- (g) In the event that a nurse is scheduled in violation of (a), (b), or (f) above, the nurse shall receive premium payment pursuant to Article fourteen (14) for all hours worked on the next scheduled shift.

F.3 The Hospital will provide at least every second weekend off.

If the nurse is required to work on a second consecutive and subsequent weekend, she will receive premium payment as defined in Article 14.03 of this agreement, for all hours worked on that weekend and subsequent weekends, until the weekend is scheduled off, save and except where:

1. such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
2. such nurse has requested weekend work; or
3. such weekend is worked as the result of an exchange of shifts with another nurse.

#### F.4 Introduction of 11.25 Hour Tours

Extended tours shall be introduced in a unit for a six (6) month trial period when:

- (1) Eighty (80%) percent of the nurses in the unit so indicate by secret ballot; and
- (2) The Hospital agrees to implement extended tours.

Such agreement shall not be withheld in an unreasonably, arbitrary manner.

Following the six (6) month trial period, extended tours may be adopted on a permanent basis, in any unit when:

- (1) Eighty (80%) percent of the nurses in the units so indicate by secret ballot;  
and
- (2) The Hospital agrees to implement extended tours. Such agreement shall not be withheld in an unreasonably, arbitrary manner.

#### F.5 Discontinuing 11.25 hour tour

Extended tours may be discontinued in any unit when:

- (1) Eighty (80%) percent of the nurses in the unit so indicate by secret ballot; or
- (2) The Hospital decides to discontinue extended tours.

The Hospital's decision shall not be exercised in an unreasonable or arbitrary manner.

When extended tours are being discontinued by either the Hospital or the Union, either party shall provide at least six (6) weeks' notice, in writing, of such discontinuation.

A vote will be conducted in the unit to poll the staff to see which shift they prefer to work. Requests for what shift they want to work and combination

schedules will be considered.

Where 80% of the nurses vote to return to the extended tours, they shall be permitted to do so.

F.6 Mixed Tours

When less than eighty (80%) percent of the nursing staff in a particular unit vote as outlined in Article F.4 in favour of extended tours by secret ballot, the Union may approach the Hospital and request that there be implemented in that particular nursing unit both extended tours and normal tours. Where both extended tours and normal tours are implemented in a nursing unit, nurses shall be scheduled to work either normal tours or extended tours, taking into consideration their individual preferences. Where the Hospital cannot reasonably accommodate individual preferences, bargaining unit seniority within the unit will determine which nurses get their preference.

F.7 Schedules for extended tour rotations may include balancing 7.5 hour tours, to a maximum of two (2) balancing tours in a two week period.

F.8 The Hospital shall not schedule more than two (2) 7.5 hour rotations per nursing unit, where the majority of rotations worked consist of extended tours.

F.9 Nurses working extended tours, who so request, shall be granted permanent night tours and will not be rotated except by mutual consent or in order to meet reasonable Hospital staffing requirements or to be assessed or instructed on day tours, to a maximum of eight (8) weeks per year. Requests for permanent shifts will not be unreasonably denied. At least six (6) weeks' notice will be provided prior to a change to the day shift.

**ARTICLE G – TEN (10) HOUR TOURS**

G.1 The introduction of a ten (10) hour tour will be implemented at six (6) months intervals where eighty (80) percent of the nurses involved so request.

The Hospital will agree to implement the ten (10) hour shift as long as it meets staffing requirements. Such agreement shall not be withheld in an unreasonable or arbitrary manner.

Discontinuance of the ten (10) hour shift will be implemented at subsequent six (6) month intervals, where eighty (80) percent of the nurses involved so request.

OR

By the Hospital because of:

- (a) adverse effects on patient care,
- (b) inability to provide a workable staffing schedule,
- (c) where the Hospital wishes to do so for other reasons which is neither unreasonable nor arbitrary.

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

- (i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- (ii) Where it is determined that the ten (10) hour tour will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

1. Ten (10) Hours Tours

- (a) For nurses working ten (10) hour tours, a regular tour shall be 9.4 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37½) minutes of unpaid mealtime.
- (b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37 ½) minutes.

2. The Hospital shall schedule nurses on the ten (10) hour tour every second weekend off. Should the nurse work the second weekend, she will be paid in accordance with Article 14.03 for the second and subsequent weekend worked until a weekend off is scheduled except where:

- (i) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse, or
- (ii) such nurse has requested weekend work, or
- (iii) such weekend worked is the result of an exchange of tours with another nurse.

3. Nurses shall not be scheduled to work more than four (4) consecutive 9.4 hour tours. Should a nurse work more than four (4) consecutive tours, she shall be paid in accordance with Article 14.03 for all hours worked on the fifth and subsequent tours until time off is scheduled.

4. Requests for change of scheduled working hours shall be done in

accordance with D.1 (b).

5. Overtime (Subject to Article 14)

For nurses working ten (10) hour tours, overtime shall be paid at the rate of time and one-half (1 ½) the nurses' regular straight time hourly rate for all work performed in excess of 9.4 paid hours in a twenty-four (24) hour period.

6. Paid Holidays

A nurse working ten (10) hour tours shall be paid as per Article 15.

**ARTICLE H - SELF SCHEDULING**

H.1 The Union and the Hospital agree in principle to the concept of self-scheduling. Should the Hospital or the nurses wish to implement self-scheduling on a particular unit, they shall do so according to the following criteria, initially on a test basis.

1. Eighty percent (80%) of the nursing staff must indicate by secret ballot their willingness to participate in self-scheduling prior to the commencement of the test. It is understood that there will be a separate vote conducted for full-time and part-time nurses.
2. The test period shall be for six (6) months, after which the full-time and part-time nurses will again indicate by an eighty percent (80%) vote by secret ballot their desire to continue or discontinue self-scheduling.
3. If eighty percent (80%) of the nursing staff vote in favour of the self-scheduling test period all nurses on that unit must participate in the test period.
4. In the event that self-scheduling is continued following the test period, the Hospital shall notify the Union in writing.
5. Prior to instituting self-scheduling on a continuing basis in a unit, the Union will be provided with a copy of the self-scheduling guidelines for that unit. Any changes made to the unit's self-scheduling guidelines will be subject to 80% approval of the nurses on the unit. It is understood that this vote will be held by secret ballot.

6. Nurses participating in self-scheduling units shall be responsible for scheduling their hours including paid holidays and lieu days. Prior to these days being scheduled, approval must be obtained by the Nurse Manager. The Nurse Manager or designate shall reply, in writing, within seven (7) calendar days. Such request will not be unreasonably denied.
7. The self-scheduling schedules shall be submitted to the Nurse Manager for review and approval to ensure that appropriate nursing coverage is maintained. The Nurse Manager's approval of self-scheduling shall not be unreasonably withheld.
8. The banking of straight time shifts can only be done for the purposes of averaging during a six (6) week schedule. Any straight time shifts that are banked must be taken by the end of the schedule in which it was banked notwithstanding any straight time shifts that are banked within the last two (2) weeks of the posted schedule must be taken within the following pay period.
9. Self-scheduling may be cancelled by either the Hospital or the Union upon a minimum of twelve (12) weeks written notice to the other party. Neither party will be unreasonable or arbitrary in cancelling self-scheduling.
10. Self-scheduling, including scheduling regulations, shall comply with all the provisions of the full-time and part-time Collective Agreements in all respects.
11. Notwithstanding 9 above and Article F.3, nurses may schedule themselves for consecutive weekends so long as weekends worked are averaged to equal three (3) weekends in six (6) weeks. However, at no time shall a nurse be required to work more than every 2<sup>nd</sup> weekend as a result of other nurses self-scheduling.
12. Self-scheduling regulations and guidelines shall be reviewed on an annual basis and submitted to the Nurse Manager for review and approval. Any changes to the Self-scheduling Guidelines will be discussed by the manager and the staff and be posted within thirty (30) days.

## **ARTICLE I – TOURS OF LESS THAN 7.5 HOURS (Ambulatory Clinics)**

- I.1 This article applies to part-time and casual nurses working in the Ambulatory Clinics only.
  - (a) Where a nurse(s) is scheduled to work less than a normal tour (7.5

hours), Article D shall apply in its entirety applies except as amended by the following:

- (i) No regular part-time nurse will be scheduled to work solely on tours which are comprised of less than 7.5 hours in any pay period except where such arrangements are agreed to by the nurse.
  - (ii) The Hospital will endeavor to keep a proportion of tours comprised of less than 7.5 hours to a reasonable level.
  - (iii) Nurses working short shifts comprised of less than 7.5 hours shall be granted a paid rest period.
  - (iv) Nurses working tours comprised of less than 7.5 hours, shall not be scheduled to work five (5) consecutive tours. If a nurse is required to work on a sixth (6<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.
  - (v) No part-time nurse will be required to work tours of less than 7.5 hours without her/his consent. In the event that the Hospital decides to implement additional tours of less than 7.5 hours, the Hospital will consult with the Union prior to implementation.
  - (vi) Where a part-time employee is scheduled to work a tour of less than 7.5 hours, overtime will be paid for all hours worked after the scheduled hours of work if the shift is extended within twenty-four (24) hours of the tour being worked.
- (b) It is understood that shifts of less than 7.5 hours will be offered in addition to the nurse's commitment except where such arrangements are agreed to by the nurse.

#### Introduction and Discontinuation of Unit Weekend Schedule

- I.2 When nurses on a unit indicate their willingness to participate in a master schedule that accommodates the weekend worker, the Union and the Hospital will meet to arrange for such a trial.
- I.3 The positions required to accommodate the weekend worker will be posted on the unit and filled in accordance with Article 10.06(c) from amongst the full-time nurses on the unit. The filling of such positions will not result in the layoff of any full-time or regular part-time nurses.
- I.4 A trial of the weekend worker schedule will run for a six (6) month period agreed upon by the parties. Prior to the end of the trial period, a meeting will be held with

the Hospital and the Union to evaluate the trial period and to make recommendations to improve the schedules if needed.

I.5 Discontinuation

- (a) Either party can discontinue the weekend worker schedule with ninety (90) days' notice and the nurses affected revert back to their former positions, if available.
- (b) Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary.

**ARTICLE J - BULLETIN BOARDS**

J.1 The Hospital will provide bulletin board spaces for the purpose of posting notices, as set out below.

J.2 The Hospital shall provide bulletin boards at the proper locations:

- Main floor
- Third floor/Nursing Centre
- Fourteenth floor
- Fifteenth floor
- Sixteenth floor
- Seventeenth floor
- Eighteenth floor

J.3 The Union will have the right to post Union notices on the bulletin boards. Such notices will be from a mutually agreed upon list which will be reviewed annually by the Hospital and the Union. Any notice not included in this list will be submitted to the Hospital for approval prior to posting.

**ARTICLE K – MISCELLANEOUS**

K.1 Seniority List

A copy of the seniority list will be filed with the Union by February 1<sup>st</sup> and by August 1<sup>st</sup>.

K.2 Nurses reporting to and departing from work at the Hospital at any time after dark shall, if they so request in advance, be provided with a security escort to and from their car in the Hospital's parking lot.



- K.3 The Hospital agrees to maintain its present policy with regard to the laundering and supplying of uniforms for nurses working in the Operating Room and the Recovery Room, at no cost to the nurse.
- K.4 (a) An employee with a payroll error in excess of seventy-five (\$75.00) dollars, upon request, will have a separate deposit made to her/his account as soon as possible but no later than two (2) working days (payroll working days).
- (b) All pay stubs will include the number of banked hours and statutory holidays.
- K.5 Where a nurse qualifies for a meal allowance the meal allowance will be added to the nurse's next regular pay cheque.
- K.6 The Hospital shall promptly forward to the ONA Bargaining Unit President copies of job postings.
- (a) Notification to Unsuccessful Job Applicants
- The parties agree that any unsuccessful candidate for an ONA job posting will be notified, prior to the posting of the name of the successful candidate.
- If a nurse requests, she will be provided, in writing, the reasons she was not the successful candidate. The parties further agree that these written reasons will be copied to the ONA Bargaining Unit President.
- K.7 The evening shift includes the shift that commences at 11 a.m. or after.
- K.8 The Hospital will provide the bargaining unit representatives with appropriate storage space within the Princess Margaret Cancer Centre site.
- K.9 (i) Electronic Grievances
- The parties agree that grievances may be filed electronically as well as by hard copy as per Article 7.09. A grievance sent through the Hospital's internal email (i.e., using a Hospital assigned email address) and/or a grievance sent from external addresses provided to the Hospital will be accepted by the Hospital as having been properly presented.
- (ii) Electronic Workload Reports
- The parties agree that workload reports may be filed electronically as well as by hard copy as per Article 8.01(xi). A workload report sent through the Hospital's internal email (i.e., using a hospital

assigned email address) and/or a workload report sent from external addresses provided to the Hospital will be accepted by Hospital as having been properly presented.

## **ARTICLE L – VACATION**

Article L.1 to Article L.8 inclusive are applicable to full-time as well as regular part-time nurses.

L.1 The time off vacations will be arranged between nurses and their respective supervisors. A vacation schedule will be posted in January on each unit and shall be made available to the nurse at all times. Nurses will request vacation up to February 28<sup>th</sup> of the upcoming vacation year i.e. April to March with the exception of the Christmas/New Year's period referred to in K.9 below.

Vacation requests will be approved on the basis of seniority to the extent that a maximum of five (5) weeks' vacation of which no more than five (5) days may be taken as single vacation, will be approved during the time period of June 15<sup>th</sup> to September 15<sup>th</sup>.

Additional vacation time may be granted by seniority provided each nurse who so requests is granted at least one (1) week off during the time period referred to above.

Nurses who request more vacation time than the five (5) weeks referred to above shall indicate the priority they would like applied to each of the weeks.

If a nurse wishes to displace a more junior nurse from the chosen vacation time, she must do so by February 28<sup>th</sup> of the current year.

Approved vacation schedule will be posted by April 1<sup>st</sup>. After February 28<sup>th</sup>, "bumping" by claim of seniority is not allowed. Vacation requested after February 28<sup>th</sup> of the upcoming vacation year will be granted on a first come first serve basis.

Written requests will be provided at least ten (10) days in advance of the requested date. The Hospital shall reply, in writing, within seven (7) calendar days of receipt of the request. Such requests shall be granted on the basis of date of receipt.

In order to ensure efficient operation of the Hospital, the Hospital has final approval of the respective date, however, vacation quotas shall be reasonable.

## L.2 Vacation Cancellations

A nurse must provide two (2) weeks' notice if she wishes to cancel her scheduled vacation of one (1) week or greater.

During the time period of June 15<sup>th</sup> to September 15<sup>th</sup>, a nurse must provide four (4) weeks' notice if she wishes to cancel her scheduled vacation of one (1) week or greater. During this period, a nurse must provide two (2) weeks' notice if she wishes to cancel her scheduled vacation of less than one (1) week.

L.3 It is understood that the Hospital will give every consideration to the nurses' preference as to the timing of their vacation, but of necessity the Hospital must reserve the right to the final decision as to the scheduling of vacations.

L.4 If a nurse commences vacation on a Monday for five (5) consecutive days or more the Hospital shall schedule either the weekend off preceding the vacation or the weekend immediately following the vacation, as days off.

L.5 A nurse shall be permitted to carry up to two (2) weeks of vacation to the next year providing all vacation approved for carry over is taken by April 1<sup>st</sup> of the next year unless the nurse is on an approval Leave of Absence.

Notwithstanding the above, under special circumstances, the Hospital may agree to have the carryover vacation extend beyond April 1<sup>st</sup>. Requests for carryover extension will not be unreasonably denied.

L.6 Vacation quotas for nurses shall not be unduly restrictive. Vacation quotas shall be established for members of the bargaining unit and shall not include non-bargaining unit members.

L.7 Vacation pay shall be paid to a nurse in advance of her scheduled vacation period, if she so requests. Such request must be submitted to the nurse's immediate supervisor at least two (2) weeks in advance of the pay period, prior to the commencement of the nurse's vacation.

L.8 Vacation may commence on any day of the week. Vacation may be taken in single days of multiple thereof.

L.9 Vacation pay for part-time nurses is to be added to every pay cheque.

L.10 The Hospital will give consideration to a nurse's request, on the basis of seniority, for vacation between the period December 15<sup>th</sup> and January 15<sup>th</sup>, provided that there is adequate safe and appropriate coverage of the unit. These requests shall be submitted within the time frame stipulated in Article D.3.

**ARTICLE M - SICK LEAVE**

- M.1 (a) In case of sickness a nurse must notify the supervisor or designate at the following times except in exceptional circumstances:

<u>Shift Starting</u>	<u>Call in by (same day)</u>
0730	0530
1930	1130
2330	1530

For Ambulatory care units a nurse will notify the supervisor or designate within a minimum two (2) hours in advance of the start of their shift.

- (b) A nurse who is returning to work after having been absent due to illness must notify her supervisor or designate that she will be returning to work prior to the start of the shift she is returning to work on, as follows:

<u>Tour</u>	<u>Days</u>	<u>Evening</u>	<u>Night</u>
8 hour	1430 (day before)		
10 hour	1430 “ “		
12 hour	1430 “ “		0800 (same day)

The foregoing applies to nurses who are replaced when absent. In the case of employees who are not replaced when absent, departmental practice will apply with respect to notification or return to work.

**ARTICLE N - PAID HOLIDAYS**

Articles N.1, N.3 and N.4 are applicable to full-time nurses only.

- N.1 The following shall be paid holidays:

New Year's Day (January 1 <sup>st</sup> )	Easter Monday
Family Day (3 <sup>rd</sup> Monday in Feb.)	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day (November 11 <sup>th</sup> )
Canada Day (July 1 <sup>st</sup> )	Christmas Day (December 25 <sup>th</sup> )
Civic Holiday	Boxing Day (December 26 <sup>th</sup> )

- N.2 A nurse will be paid for all hours worked on the holiday at 1½ in accordance with Article 15.05 of the Central Collective Agreement.

- N.3 Where a nurse qualifies for lieu days, such lieu days shall be granted within

forty-five (45) days prior to or following the holiday. Lieu days may be requested in conjunction with vacation. Such lieu days will be scheduled at a mutually agreeable time between the nurse and her immediate supervisor. Failing mutual agreement within an additional two (2) week period after the above noted time frame, the lieu day will be paid to the nurse.

- N.4 The Hospital will allocate paid holidays on an equitable basis among full-time nurses; and among part-time nurses after the full-time, on each unit.
- N.5 The Hospital will also endeavour to schedule a holiday designated for a Friday or Monday to be an off day for a nurse scheduled to be off on the adjacent Saturday and Sunday. Conversely the Hospital will endeavour to schedule a holiday designated for a Friday or Monday to be a workday for a nurse scheduled to work on the adjacent Saturday and Sunday.

Nurses on individual units may vote on an annual basis, by a secret ballot vote, to waive the above provision. Provided the vote is eighty (80) percent in favour, the nurses will remain on their master rotation and shall not have it adjusted by this provision. The vote for this provision shall be held no later than November 15<sup>th</sup> of each year and shall apply to the next calendar year.

## **ARTICLE O - MODIFIED WORK**

- O. 1 The Hospital and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to assist in restoring them to work which is meaningful and physically safe for them and valuable to the Hospital and is suitable to their knowledge, skills and ability into a position the employee is medically and physically fit to perform, and to meeting the parties' responsibilities under the law.

To that end, the Hospital and the Union, with the full participation of the employee agree to cooperate in facilitating the return to work of disabled employees, whether the disability is temporary or permanent in nature.

- O. 2 Joint Accommodation Committee

- (a) A Joint Accommodation Committee (JAC) comprised of equal number of Union and Hospital representatives will continue to function under the existing terms of reference and will monitor the status of accommodated employees and the status of employees awaiting accommodation. It is understood that committee members may refer concerns with accommodation agreements to the Joint Health and Safety Committee. The Bargaining Unit President will be a member of this committee. The JAC will meet on a monthly basis. The Union Representative will be given one (1) hour paid time at their straight time hourly rate to prepare for the JAC meeting.

- (b) The JAC will develop and recommend ongoing improvements to strategies to:
  - i. Develop bona fide job opportunities such as secondments. The parties will sign a Memorandum of Agreement, outlining the terms of employment, prior to the start of the secondment.
  - ii. safely integrate accommodated workers back into the workplace.
  - iii. Educate the Hospital on the legal and moral importance of providing modified work opportunities and positions.
  
- (c) The Hospital will provide an updated listing of information to the JAC before each monthly meeting including:
  - i. All employees within the bargaining unit currently on temporary modified work.
  - ii. All employees within the bargaining unit who were accommodated into permanent positions in the previous month.
  - iii. All employees within the bargaining unit currently requiring either temporary/permanent placement.
  - iv. All employees within the bargaining unit currently off work, pending return to work

And quarterly:

- i. All employees within the bargaining unit absent from work in receipt of WSIB benefits.
- ii. All employees within the bargaining unit absent from work in receipt of LTD
- iii. All employees within the bargaining unit who have been absent from work for more than twenty-three (23) months, excluding those identified above.

### O.3 Permanent Modified Work

- (a) An employee within the bargaining unit requiring permanent modified work will provide the Occupational Health Service with medical verification of accommodation requirements including information regarding any restrictions.

- (b) In the case the employee is absent from work, the employee will provide Occupational Health with her ability to return to work including information regarding accommodation requirements.
- (c) As soon as practical the employee will meet with the departmental manager, union representative, and the Disability Case Coordinator to examine the disabled employee's abilities and accommodation needs to ensure where best a Return to Work plan could be implemented.

In creating the Return to Work plan the following will be considered:

- In her original position.
- In a different position in her department.
- Original position with modifications to work/equipment and/or the work arrangement, not affecting the essential duties of the position.
- Any suitable position outside her department within the organization.

#### O. 4 Permanent Re-employment Process

- (a) If a position outside the department is required, a search for alternate suitable work will be undertaken.

Hospital representatives and the ONA representative will examine all vacancies that have not been posted to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to her home department in accordance with N.3(c).

- i. If a vacancy that has not been posted is identified that might be potentially suitable, the Hospital will further review whether the position is suitable and determine if the nurse is qualified for the position. The parties may also agree to review the vacancies that have been posted and, if the Hospital determines that the vacancy is suitable and that the nurse is qualified for the position, then the Union will be asked to waive the posting provisions in the Collective Agreement.
- ii. Should two disabled employees within the bargaining unit both be equally qualified for the position, seniority will prevail.
- (b) All job search activities will be reviewed on a monthly basis by JAC and all placement activities identified.
- (c) When a suitable position is found, whether or not the position is inside the bargaining unit, a formal offer of employment letter will be provided, outlining the full responsibilities of the placement.

- (d) An employee within the bargaining unit requiring permanent accommodation may be temporarily accommodated in other positions until a permanent position can be secured. The active search for a permanent position will continue.
- (e) The home position of the employee within the bargaining unit requiring permanent accommodation may be posted under the following circumstances:
  - i. The employee is permanently accommodated in another position or arrangement.
  - ii. The weight of the medical evidence establishes that there is no reasonable prospect of a return to his/her original position in the foreseeable future.
  - iii. The employee is in receipt of LTD and it has been medically verified that she/he is permanently disabled from her/his original position.
  - iv. The Hospital may elect to fill the position on a temporary basis.

The filling of a permanently disabled employee's home position does not remove the Hospital's duty to accommodate that employee.

- (f) 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.

#### O. 5

- (a) Temporary Modified Work

An employee within the bargaining unit requiring temporary modified work will provide the Occupational Health Service with medical verification of accommodation requirements, including expected duration.

- (b) Short Term Temporary Accommodation

If the accommodation is short term and the manager can accommodate, the JAC committee will receive a copy of the Return to Work Plan, outlining the exact work restrictions and no formal meeting will be required unless requested by the employee or union representative. If such a meeting is requested, it must occur within two (2) days of the Return to Work date.



(c) Complex Accommodation

- i. If the accommodation is long term, complex or accommodation may be necessary outside the department, a return to work meeting will be held with the manager, employee, Occupational Health, Human Resources and a Union Representative. All details related to the accommodation will be recorded in the Return to Work Plan.
- ii. The Disability Case Coordinator will be responsible for monitoring the Return to Work plan and making adjustments as required.
- iii. The employee/union representative must bring any concerns related to the accommodation to the manager and Occupational Health's attention for resolution.
- iv. The Hospital will determine if the provision of temporary accommodation is reasonable considering the following factors: the number of accommodated employees in the department, the operational needs of the department, the safety of employees working in the department and alternative resources.
- v. In such cases as accommodation is not reasonable, alternate placement will be sought throughout the organization and other employment initiatives utilizing the employment process as outlined in O.4.

**ARTICLE P - OCCUPATIONAL HEALTH AND SAFETY**

- P.1
- (a) The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace.
  - (b) The Hospital, will notify the Union and the Joint Health and Safety Committee (JHSC) in writing of all incidents related to workplace violence and harassment as defined by the *Occupational Health and Safety Act* within four (4) days. For critical injuries as defined by the *Occupational Health and Safety Act*, the Hospital 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.
  - (c) Damage to Personal Property

The Hospital will provide reimbursement for replacement of damages

incurred to the employee's personal property, such as eyeglasses, contact lenses or other prosthesis, etc. ripped uniforms, personal clothing, as a result of being assaulted while performing his/her work.

The employee will endeavour to present her or his claim to the Hospital within seven (7) days after the event, unless unforeseen circumstances prevent the timely submission.

- (d) The Hospital will provide timely medical care to members who are ill or injured while on duty.

## P.2 Violence Policies and Procedures

The Hospital agrees to have in place explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations, provision of legal counsel and support to employees who have faced violence. The policies and procedures shall be part of the Hospital's health and safety policy and written copies shall be provided to each employee. Prior to implementing changes to these policies, the Hospital agrees to consult with the Union.

The policies and procedures will include but not be limited to:

- (a) The Hospital recognizes that there is a potential for violence/abuse against the employees in this workplace and will make every reasonable effort to reduce the potential for such violence/abuse.
- (b) The Hospital will ensure that all staff at high risk for violence/abuse at this workplace will receive training which will assist them to:
  - (i) identify causes of violence
  - (ii) identify factors which precipitate violence
  - (iii) recognize warning signs of violence
  - (iv) control and defuse aggressive situations
  - (v) be familiar with and know how to use the Hospital's policies and procedures dealing with violence and abuse in the workplace.
- (c) Staffing levels to deal with Potential Violence

The Hospital agrees that, where there is a risk of violence, an adequate level of trained employees should be present. The Hospital recognizes that workloads can lead to fatigue and a diminished ability to both identify and to subsequently deal with potentially violent

situations. No unit with patients will have less than 2 individuals at any time.

- (d) The Hospital will ensure that all staff at risk for violence/abuse receives training on these topics including information on Behaviour Safety Alert procedures. This training will be done during a new employee's orientation and the Hospital shall provide annual refresher training to all employees, where required, based on a review of a risk assessment undertaken by the Joint Health and Safety Committee.

(e) Support and Counselling

The Hospital and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

P. 3 Musculoskeletal Injury Prevention and Control

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 and training for the health and safety of employees.
2. At least once a year the musculoskeletal prevention and control measures, procedures, practices, and training shall be reviewed and revised in the light of current knowledge and practice.
3. The review and revision shall be done more frequently than annually if,
  - (a) the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
  - (b) there is a change in circumstances that may affect the health and safety of an employee.
4. The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation. The Hospital shall provide annual refresher training to all employees where required based on a review of risk assessments for a unit.

P.4 Needlestick/Sharps Safety

The Hospital, in consultation with the Joint Health and Safety Committee,

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

## **ARTICLE Q – STANDBY**

Q.1 Unless otherwise mutually agreed, there will be an equitable distribution of standby duty with the option to exchange, subject to approval by the Supervisor in the area concerned. Such approval shall not be unreasonably withheld. Standby duty will be posted at least two (2) weeks in advance and will cover six (6) weeks. This provision (Q.1) is applicable to full-time and regular part-time nurses.

The Hospital agrees that stand-by will be distributed on an equitable basis among the qualified nurses who normally perform the work. Nurses will not be scheduled for standby/call-back while on scheduled vacation.

- (a) A nurse who is called in to work and;
  - (i) works a minimum of four (4) hours, and/or
  - (ii) works to 3:30 a.m. or beyond, and/or
  - (iii) is scheduled for the next day shift,

will be permitted leave with pay for that next day shift.
- (b) A nurse who is called in to work after completing a regularly scheduled day shift, and
  - (i) works a minimum of four (4) hours, and/or
  - (ii) completes his/her duties before 3:30 a.m., and
  - (iii) is scheduled for the next day shift,

will be permitted leave with pay for that part of his/her next day shift to allow a minimum of sixteen (16) hours between the end of the overtime assignment and the commencement of work on the regularly scheduled day shift.
- (c) A nurse who satisfies all of the requirements, as set out under paragraph (b), above, but who has not been called in the following a

completed, regularly scheduled day shift, shall be permitted leave with pay for that part of his/her next day shift to allow a minimum of nine (9) hours between the end of the overtime assignment and the commencement of work on the regularly scheduled day shift.

- (d) Should the nurse not wish to work any remaining hours in the shift referred to in clause 1 (b) or (c), she shall be granted time off without pay, or she may choose to use lieu time for those remaining hours.
- (e) Should a nurse notify the In-Charge Nurse or the Manager, that he or she wishes to be relieved after eight (8) hours of work, the Hospital shall make every reasonable effort to relieve that nurse from duty.
- (f) A nurse assigned to standby shall not be assigned to take call for more than four (4) consecutive days.
- (g) A nurse, who is required to travel to the Hospital or return to his or her home, as a result of being called, shall receive paid transportation, which shall be paid by the Hospital, either by taxi or by his or her vehicle, at the rate per kilometre set out in Article 14.13 of the Collective Agreement to the maximum in that Article. The Hospital will provide access to parking.
- (h) For nurses required to be on standby, the Hospital agrees to continue the present practice of providing those nurses with an opportunity to utilize the beeper system which is paid for by the Hospital.

In accordance with the above nurses shall submit applicable receipts to her nurse manager for reimbursement within forty-eight (48) hours.

Note: The parties agree that weekend on call will include the day shift on Saturday.

Q.2 The Hospital may assign standby duty to nurses for the purpose of providing telephone support that may not require the nurse to attend the workplace.

- (a) Compensation for a call back from standby that does not require the nurse to leave his or her home will be at a rate of one-half (1/2) hour paid at a rate of one and one half (1 ½) times the regular straight time hourly rate per call in increments of one half (1/2) hour. It is understood that this half hour compensation will be considered compensation for all subsequent calls within that half hour.
- (b) Otherwise, the assignment of stand-by duty and any rights and entitlements associated with stand-by duty/call back shall be maintained in accordance with the provisions of the Collective Agreement.

## **ARTICLE R - JOB SHARING**

If the Hospital agrees to a job sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

1. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
2. Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between two (2) nurses and the Head Nurse of the Unit.
3. The above schedule shall conform with the scheduling provisions of the Collective Agreement.
4. Each job sharer may exchange shifts with her partner, as well as with other nurses provided by the Collective Agreement.
5. The job sharers involved will have to determine which partner works on a scheduled paid holiday and job sharers shall only be required to work the number paid holidays that a full-time nurse would be required to work.

### 6. Coverage

#### (a) Vacation

Job sharers shall not be required to cover for each other for vacation, sick time and leave of absence, unless otherwise mutually agreed.

Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

#### (b) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Collective Agreement:

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

### 7. Implementation

Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

8. (a) An incumbent full-time nurse wishing to share her position, may do so without having 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.

- (b) Where two (2) full-time employees wish to job share one (1) position, neither half will be posted providing this would create one (1) full-time position to be posted and filled according to the Collective Agreement.

9. If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Agreement.

10. Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days or a mutually agreeable time in order to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

## **ARTICLE S - BENEFITS**

S.1 (a) Voluntary Part time Benefits - Process for payment

The Hospital agrees to provide part-time nurses with the option of voluntary participation in dental, semi-private and extended health benefit programs. It is understood and agreed that the part-time nurses who participate will assume the full monthly premiums.

Any part time nurse who wishes to participate will provide payment of the benefits through post-dated cheques.

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

(b) 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 advance payment of the benefits through post-dated cheques.

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

DATED AT Toronto ONTARIO THIS 8th DAY OF July, 2022.

FOR THE HOSPITAL

“Mandy Madill”

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“Z. Kaba”

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“Sidra Mahmood”

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“Eda Begeja”

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FOR THE UNION

“Josh Legere”

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“Ingrid Garrick”

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“Cristina Bucu”

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“Isabella Petti”

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“Ahmad Baki-Jafarzadeh”

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**LETTER OF UNDERSTANDING**

Between:

**UNIVERSITY HEALTH NETWORK  
(THE PRINCESS MARGARET CANCER CENTRE)  
(Hereinafter referred to as the "Hospital")**

And:

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

Re: Malignant Hematology Day Unit/Systemic Therapy - Scheduling Initiatives -  
Combined Regular and Extended 10.5 Hour Tours

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Whereas during the current discussions related to the renewal Collective Agreement the parties expressed interest in the concept of schedules that combine the Regular and Extended tours;

The parties agree as follows:

1. In order for this initiative to continue where it is already in existence, a vote will be held in accordance with the process contained in Article G.1 of the Collective Agreement.
2. In order for this initiative to be introduced into a unit, a vote will be held in accordance with the process contained in Article G.1 of the Collective Agreement.
3. 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.
4. It is agreed that the reference to the extended tour is limited to tours of 10.5 hours in length.
5. A pay period for full time employees working the combination of Regular and Extended tours shall consist of seventy-five (75) hours.
6. Employees working the combination of Regular and Extended tours shall not work more than five (5) consecutive tours.
7. Should a nurse work more consecutive tours than in #6 above, she shall be paid in accordance with Article 14.03 for all additional consecutive tours until a day off is scheduled.

- 8. All schedules developed and posted under this initiative will meet all scheduling regulations of the Collective Agreement except as specifically modified herein.
- 9. Either party may discontinue the scheduling initiative with ninety (90) days' notice.

DATED AT Toronto ONTARIO THIS 8th DAY OF July, 2022.

FOR THE HOSPITAL

"Mandy Madill"  
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"Z. Kaba"  
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"Sidra Mahmood"  
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"Eda Begeja"  
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FOR THE UNION

"Josh Legere"  
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"Ingrid Garrick"  
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"Isabella Petti"  
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"Ahmad Baki-Jafarzadeh"  
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**LETTER OF UNDERSTANDING**

Between:

**UNIVERSITY HEALTH NETWORK  
(THE PRINCESS MARGARET CANCER CENTRE)  
(Hereinafter referred to as the "Hospital")**

And:

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

Re: Article C.1(f) Professional Development Budget Surplus

The parties further agree that the Professional Development budget, including any surplus funds will be reported to the committee each year.

DATED AT Toronto ONTARIO THIS 8th DAY OF July, 2022.

FOR THE HOSPITAL

"Mandy Madill"  
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"Z. Kaba"  
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"Sidra Mahmood"  
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**LETTER OF UNDERSTANDING**

Between:

**UNIVERSITY HEALTH NETWORK  
(THE PRINCESS MARGARET CANCER CENTRE)  
(Hereinafter referred to as the “Hospital”)**

And:

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

Re: Registered Nurse Professionalism in the Workplace

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

DATED AT Toronto ONTARIO THIS 8th DAY OF July, 2022.

FOR THE HOSPITAL

“Mandy Madill”  
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“Z. Kaba”  
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“Sidra Mahmood”  
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