

LOCAL APPENDICES

Between:

**THE UNIVERSITY HEALTH NETWORK
(WESTERN & GENERAL HOSPITALS)**
(Hereinafter referred to as the "Hospital")

And:

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

(Full-time & Part-time)

Expiry Date: March 31, 2025

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APPENDIX 3
SALARY SCHEDULE

Nurses who are working with a Temporary License will be placed on the Registered Nurse Salary Schedule.

CLASSIFICATION - REGISTERED NURSE

	01-Apr-23	01-Apr-24
Start	\$37.93	\$39.07
1 Year	\$38.88	\$40.05
2 Years	\$39.86	\$41.06
3 Years	\$41.65	\$42.90
4 Years	\$43.52	\$44.83
5 Years	\$45.70	\$47.07
6 Years	\$47.98	\$49.42
7 Years	\$50.38	\$51.89
8 Years	\$54.37	\$56.00

CLASSIFICATION - CARE LEADER

	01-Apr-23	01-Apr-24
Start	\$39.97	\$41.17
1 Year	\$40.91	\$42.14
2 Years	\$41.91	\$43.17
3 Years	\$43.68	\$44.99
4 Years	\$45.56	\$46.93
5 Years	\$47.73	\$49.16
6 Years	\$49.99	\$51.49
7 Years	\$52.41	\$53.98
8 Years	\$56.37	\$58.06

CLASSIFICATION – ASSISTANT HEAD NURSE

	01-Apr-23	01-Apr-24
Start	\$39.49	\$40.68
1 Year	\$40.37	\$41.58
2 Years	\$41.35	\$42.59
3 Years	\$43.24	\$44.54
4 Years	\$45.06	\$46.42
5 Years	\$47.32	\$48.74
6 Years	\$49.60	\$51.09
7 Years	\$52.14	\$53.70
8 Years	\$56.24	\$57.93

REGISTERED NURSE - PART-TIME

	01-Apr-23	01-Apr-24
Start	\$37.93	\$39.07
1 Year	\$38.88	\$40.05
2 Years	\$39.86	\$41.06
3 Years	\$41.65	\$42.90
4 Years	\$43.52	\$44.83
5 Years	\$45.70	\$47.07
6 Years	\$47.98	\$49.42
7 Years	\$50.38	\$51.89
8 Years	\$54.37	\$56.00

NURSE CLINICIANS AND ENTEROSTROMAL THERAPY NURSE

	01-Apr-23	01-Apr-24
Start	\$45.40	\$46.76
1 Year	\$46.96	\$48.37
2 Years	\$47.85	\$49.29
3 Years	\$49.73	\$51.22
4 Years	\$51.72	\$53.28
5 Years	\$53.51	\$55.11
6 Years	\$55.39	\$57.05
7 Years	\$57.46	\$59.18
8 Years	\$61.30	\$63.14

PATIENT EDUCATORS – ASTHMA PATIENT EDUCATION AND DIABETES EDUCATION

	01-Apr-23	01-Apr-24
Start	\$49.20	\$50.68
1 Year	\$50.83	\$52.36
2 Years	\$51.81	\$53.37
3 Years	\$53.84	\$55.46
4 Years	\$56.01	\$57.70
5 Years	\$57.96	\$59.70
6 Years	\$59.98	\$61.78
7 Years	\$62.19	\$64.05
8 Years	\$66.35	\$68.34

CRITICAL CARE RESPONSE TEAM NURSE/PSYCHIATRIC PATIENT EDUCATOR

	01-Apr-23	01-Apr-24
Start	\$41.45	\$42.70
1 Year	\$42.45	\$43.73
2 Years	\$43.47	\$44.78
3 Years	\$45.25	\$46.61
4 Years	\$47.08	\$48.50
5 Years	\$49.57	\$51.06
6 Years	\$51.49	\$53.04
7 Years	\$53.93	\$55.55
8 Years	\$57.88	\$59.62

APPENDIX 3

(Applies only at the Toronto General Division)

Four Tour Nurses

A.1 This appendix applies only to regular part-time employees who are regularly employed to work more than twenty-four (24) hours per week, but less than the normal full-time hours, and who have made a commitment to the Hospital to be available for work on some predetermined basis and for whom there is predetermined scheduling, and who were employed in this manner at the Toronto General Division on January 1, 1995.

A.2 The hourly salary rate increase inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

Applicable straight time hourly rate + 14% (effective April 1, 2024).

The hourly salary rates payable to regular part-time nurses include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%) (effective April 1, 2024 – ten percent (10%))

It is understood and agreed that part-time nurses' hourly rate (or straight time hourly rate) in this Agreement does not include the additional thirteen percent (13%) (effective April 1, 2024 – fourteen percent (14%)) or nine percent (9%) (effective April 1, 2024 – ten percent (10%)), as applicable, which is paid in lieu of fringe benefits and accordingly the nine percent (9%) (effective April 1, 2024 – ten percent (10%)) or or thirteen percent (13%) (effective April 1, 2024 – fourteen percent (14%)), as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

APPENDIX 4
SUPERIOR CONDITIONS

Article 7.03 - Step 2 and Article 7.05:

"Director of Nursing" to read: "Vice President of Nursing, Professional and Diagnostic Services or her designate".

SICK LEAVE (Toronto Western Division only)

21.05 A nurse with three (3) years or more of continuous service hired prior to 1981 shall, on termination of employment be paid fifty percent (50%) of the unused portion of any sick leave accumulated to her credit, except where such termination is the result of discharge for cause.

Educational Allowance

This language applies to full-time and part-time at General Division and full-time at the Western Division.

The Hospital will pay monthly preparation premium in addition to the salary scale in Appendix 3, provided the qualifications are used in the performance of the nurse's normal or assigned duties.

- (a) A certificate program equivalent to three (3) months full-time study (General Staff Nurse and Assistant Head Nurse).
\$15.00 per month (FT)
\$7.50 per month (PT) - General Division)
- (b) A certificate program equivalent to six (6) months full-time study (General Staff Nurse and Assistant Head Nurse).
\$25.00 per month (FT)
\$12.50 per month (PT - General Division)
- (c) A certificate program equivalent to one (1) year full-time study (Assistant Head Nurse).
\$40.00 per month (FT)
\$20.00 per month (PT) - General Division)
- (d) Baccalaureate Degree in Nursing. (General Staff Nurse after six (6) months).
\$40.00 per month (FT)
\$20.00 per month (PT - General Division)
- (e) Baccalaureate Degree in Nursing. (Assistant Head Nurse).
\$80.00 per month (FT)
\$40.00 per month (PT) - General Division)

ARTICLE 6 - REPRESENTATION & GRIEVANCE COMMITTEE

6.04 Accident Prevention - Health & Safety Committee

- (j) Where nurses are exposed to infectious, communicable or environmental diseases at work for which there are available protective medications and protective treatments, such medications and treatments shall be provided at no cost to the nurses.

ARTICLE 10 – SENIORITY

10.02 A copy of the seniority list will be sent to the Union three times a year in March, July and November.

Local President

11.04 The President of local 097 shall be scheduled days for the term of his or her office.

ARTICLE 15 - PAID HOLIDAYS

15.01 Note: It is agreed that the note in Article 15.08 of the Central Collective Agreement does not apply at The General Division and does not require the Hospital to pay holiday pay (whether the holiday is worked or not) in addition to the percent in lieu of benefits.

ARTICLE 17 – HEALTH AND WELFARE BENEFITS

1. The Hospital will supplement the existing Extended Health coverage at the General and Western Division to provide the following:
 - (a) Unlimited private duty nursing, in the home or in the Hospital.
 - (b) Unlimited out-of-province coverage.
 - (c) Orthotic devices up to two hundred and twenty-five dollars (\$225.00) per year with a maximum of two pairs per year.
 - (d) Coverage of a dependent spouse continues as long as the employee is actively employed, no matter the age of the dependent spouse.
 - (e) Coverage for Chiropractor, Acupuncturist, Naturopath, Osteopath and Podiatrist to a maximum of two hundred dollars (\$200.00) per year for all practitioners combined.

2. The existing coverage for Physiotherapy is unlimited.

ARTICLE 19 – COMPENSATION

- 19.05 (a) Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. The nurse shall co-operate with the Hospital by providing verification of previous experience so that **their** recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the Hospital will credit a new nurse with one (1) annual service increment for each year of experience up to the maximum of the salary grid. If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Hospital. The Hospital may also give effect to part-time nursing experience in special circumstances.

APPENDIX 5

ARTICLE A – RECOGNITION

- A.1 The Hospital recognizes the Union as the sole and exclusive bargaining agent for all Nurse Clinicians, Enterostomal Therapy Nurse, Asthma Patient Education, nurses who perform patient education as a major focus of their job, Occupational Health Nurse, Occupation Health Surveillance Nurse, registered and graduate nurses employed by the University Health Network, engaged in a nursing capacity, save and except Nurse Manager/Patient Care Co-ordinator (PCC), Coordinators, Clinical Nurse Specialist, Infection Control Practitioners, Surgical Assistant, Physician Assistant, Nurse Practitioners, Disability Case Coordinators, Occupational Health Supervisor, Occupational Health Surveillance Supervisor and persons above the rank of Nurse Manager/Patient Care Coordinator (PCC), Staff Development Personnel and persons covered by subsisting collective agreements.
- A.2 The word "Nurses" when used throughout this Agreement shall mean persons included in the above described bargaining unit.
- A.3 "Supervisor" or "Immediate Supervisor" when used in Agreement shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 The Union recognizes 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, lay-off, recall, and suspend or otherwise discipline nurses, provided that a claim by a nurse who has acquired seniority standing that she has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided. Probationary employees will be subject to Article 7.06 of the Central Agreement;
 - (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 service;

- (d) These rights shall not be exercised in a manner contrary to the terms of this Agreement. All rules and regulations covering the nurses in the bargaining unit shall be just and reasonable.

ARTICLE C – UNION COMMITTEES AND REPRESENTATIVES

The composition of the Committees and/or list of representatives shall be limited as follows:

C.1 ONA Representatives

No more than one (1) from each area, unit or floor, except in the case of areas or units/floor with more than seventy-five (75) nurses, where there may be two representatives.

C.2 Negotiating Committee

A Negotiating Committee shall be composed of the President and two (2) nurses for each site, consisting of one (1) full-time and one (1) part-time for each site or alternate.

C.3 Grievance Committee

The Hospital shall recognize a Grievance Committee at each site composed of three (3) nurses plus the Grievance Chair. The Union shall identify the contact that the Hospital may utilize to arrange meetings and establish agendas. When a regular member is not available, they may be replaced by an alternate appointed by the Union. Any other person may attend by agreement of the parties.

C.4 Hospital-Union Committee

This Committee shall be composed of up to four (4) members (2 members from each site) in total. The Union shall identify the contact that the Hospital may utilize to arrange meetings and establish agendas. When a regular member is not available they may be replaced by an alternate appointed by the Union. Any other person may attend by agreement of the parties. There will be joint meetings between sites. The Union representatives will be given one (1) hour of paid time at their straight hourly rate to prepare for the meeting.

C.5 Joint Health and Safety Committee

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

C.6 Professional Development Committee

This committee shall be composed of eight (8) staff nurses or alternates, one of whom shall be the Bargaining Unit President, and equal members from the Hospital, one of whom shall be the Chief Nursing Officer or her designate. The Union representatives will be given one (1) hour of paid time at their straight hourly rate to prepare for the meeting.

It is understood that this provision is in accordance with Article 9.02 of the ONA Central Hospital Agreement.

Any surplus funds for the Professional Development budget will be reported to the committee each year.

C.7 Union Interview

The Union interview shall take place for all newly hired nurses during the orientation program. No management will be present during the interview.

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.

C.8 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.9 (a) The Hospital will pay full salary to the Bargaining Unit President for four (4) eight hour days per week provided that it is understood and agreed that the Bargaining Unit President will conduct all of **their** regular union business with the Hospital during those four (4) days.

It will be expected that the Bargaining Unit President will carry out their regular duties on their unit for the rest of their regular work week.

Regular union business excludes such things as arbitration, union conventions and labour board.

This does not preclude the Bargaining Unit President from taking Union Leave of Absences on any other day.

Where the position of Bargaining Unit President and Local Co-ordinator are not held by the same person, the Union may, upon two (2) weeks written notice to the Hospital, apportion these four (4) days between the Bargaining Unit President and Local Co-ordinator provided that the maximum four (4) eight hour days per week is not exceeded.

- (b) The Local Co-ordinator, the Bargaining Unit President, the grievance chairperson at each site plus Site Rep, HAC Rep, one (1) from each site, but not more than one (1) per unit will work day shift during their term of office.

When any of the above-mentioned members cease their aforementioned positions, they will return to their previous shifts.

- (c) The Local Coordinator, Site Representative, and the Grievance Chairs will each receive two (2) days per week paid by the **Hospital**, to conduct Union business.

C.10 Seniority lists – see Article 10.02 of Appendix 4 -Superior Conditions.

C.11 The Hospital will provide a pager to the Bargaining Unit President that will be accessible to all nurses and management.

C.12 Return to Work Meetings

The parties hereby agree to the conditions outlined below for two (2) members of the Union to be away from their normal duties in order for them to attend Return to Work meetings in support of their members and the Hospital's efforts to return employees in a timely fashion.

The parties agree that if there are no Return to Work meetings on the day agreed to by the parties as the regular day for Return to Work meetings, the nurse will return to their regular duties.

The Hospital agrees to provide one (1) JAC representative from each site two days off per week to enable her/him to attend Return to Work meetings of employees requiring accommodation, whether the accommodation is temporary or permanent in nature.

The Hospital agrees to pay for the time away from regular work as is mentioned above. The parties agree that the employees mentioned above will work the day shift in accordance with Article C.9(b) in the Local Collective Agreement.

C.13 Joint Accommodation Committee

Two (2) Union representatives will be given one hour of paid straight hourly rate to prepare for the JAC meeting.

C.14

Leaves of Absence

- (a) Leaves of absence for Union business shall not be unreasonably denied provided at least two (2) weeks' written notice is given to the Hospital.
- (b) It is agreed that not more than twenty-five (25) nurses shall be absent on such leave at the same time.
- (c) It is agreed that no more than four (4) nurses shall be absent from any one unit at the same time.
- (d) Replies to request for leaves of absence shall be given within one (1) calendar week of receipt of the request.
- (e) Where Union leave has been granted, 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.

ARTICLE D - SCHEDULES OF WORK

D.1 The Hospital will, in the formulation of working schedules, carry out the objectives set forth below:

- (a) (i) Six (6) weeks of unworked schedule to be posted at all times.
- (ii) Schedules shall be posted no later than 1515 hours on the day of posting.
- (iii) Schedules will not be changed once posted without prior discussion between the nurse affected and her Manager.
- (b) (i) As a minimum full-time nurses will be scheduled every second weekend off. For those who work days/evenings and days/nights the weekend off will start at 1530 hours, on Friday, at the latest.

For those working permanent evenings the weekend off will start at 2330 hours at the latest.

- (ii) Regular part-time nurses shall receive weekends on the following basis:
 - 1) a nurse working one (1) day per week shall not be required to work more than two (2) weekends in a six (6) week period.

- 2) a nurse working two (2) days per week shall not be required to work more than two (2) weekends in a six (6) week period.
- 3) a nurse working three (3) days per week shall receive at least three (3) weekends off in each six (6) week period.
- 4) a nurse working four (4) days per week shall receive at least three (3) weekends off in each six (6) week period.

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

(iii) A nurse will receive premium pay, as defined in Article 14 for all hours worked on a second consecutive and subsequent consecutive weekend save and except where:

- 1) Such a weekend has been worked by a 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 a result of an exchange of shifts with another nurse.

- (c) In the case of changes in assigned shifts in accordance with the schedule, there will be an interval of not less than two (2) consecutive shifts' duration.
- (d) No split shifts.
- (e) Each nurse shall be scheduled a minimum of four (4) days off in any two (2) week period unless otherwise mutually agreed.
- (f) A nurse will not normally be scheduled to work more than seven (7) consecutive days (at the General site) without at least six (6) consecutive shifts off duty. Where this is not done, the Hospital will pay the nurse premium pay as defined in Article 14 for each additional day until a day off is scheduled.

The Hospital shall endeavour not to schedule a nurse more than six (6) consecutive days of work (at the Western site).

- (g) A nurse may exchange her scheduled tours of duty 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 premium pay. Such requests shall not be unreasonably denied.

- (h) At least six (6) consecutive tours off to be scheduled following scheduled night shifts.
- (i) A weekend is defined as being eight (8) consecutive tours off work during the period following the completion of the Friday day shift.
- (j) Not required to change tours more than once per week.
- (k) A nurse will not be scheduled for more than two (2) consecutive weeks of shifts followed by day tours. At least fifty percent (50%) of tours worked shall be on the day shift except where the nurse chooses to work straight shift or a greater percentage of shifts.
- (l) A request book for scheduling may be located on each nursing unit in order to allow nurses to put in requests for yet unposted hours of work.
- (m) Individual lines on a master rotation shall not be changed without prior discussion between the nurse affected and her immediate supervisor. Where a nurse has complained to their Manager about a schedule and the Union requests a copy of the applicable schedule, the Manager shall provide a copy to the Union.
- (n) Nurses who have been granted permanent evening or night tours 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. The Hospital will not act in an unreasonable nor arbitrary manner in bringing such nurses on days to be assessed or instructed.
- (o) Where possible, subject to operational requirements, the Hospital will schedule nurses to work a combination of two (2) shifts, being days/evenings or days/nights. Notwithstanding the foregoing, existing nurses at the Western Division who are currently scheduled to work a combination of days/evenings or days/nights will continue to be scheduled on that basis.

The Hospital shall consider requests for permanent evening or night shifts and such requests shall not be unreasonably denied.

- (p) Prior to altering the starting or finishing time on a unit, or introducing different shifts, the President of the Local Union shall be notified and the nurses on the unit consulted for input and comments.

- (q) Among the full-time nurses working shifts on a unit, the Hospital will endeavour to schedule shift work on an equitable basis.

Among the part-time nurses working shifts on a unit, the Hospital will endeavour to schedule shift work on an equitable basis.

- (r) The Hospital and the Union will examine and review, on a unit by unit basis, at the HAC/LMAC, the feasibility of creating up to two (2) additional straight day schedules to be posted and awarded on the basis of seniority. In determining the feasibility of creating such additional straight day schedules, the parties will examine all relevant factors. The Hospital shall not be required to create any additional straight day shifts if the effect of the creation of such shift is to create another straight night shift.
- (s) After the schedule has been posted, any request made by the nurse for time off of the posted schedule will be put in writing and dated to the Manager. The Manager will reply to the request within nine (9) days.
- (t) All schedules will include a legend or key to indicate what is represented by the letter(s) on the schedule for each allotted shift, as this varies from unit to unit.

D.2 Scheduling Christmas and New Years

It is understood that the scheduling objectives set out in paragraph D.1 may be waived between December 15th and January 15th 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. Time off at Christmas shall include Christmas Eve (December 24th), December 25th and December 26th, and time off at New Year's shall include December 31st and January 1st, unless otherwise mutually agreed. In the event of conflict, bargaining unit seniority within the given nursing unit shall be the decisive factor.

Christmas time will be posted six (6) weeks in advance of the holiday.

Notwithstanding the above, once every three (3) years, nurses may request vacation over Christmas and New Year's with the intent that he/she would get Christmas and New Year's off. Such requests shall not be unreasonably denied. Preference will be given to more senior nurses. Nurses wishing such consideration shall make such request by February 1st of the current year.

D.3 Scheduling – Breaks

A nurse shall be entitled to a twenty (20) minute rest period for each half (1/2) tour and half (1/2) an hour unpaid lunch 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.

D.4 Subject to the staffing exigencies of the Unit, a nurse may be scheduled to allow her to pursue academic course(s) to further her education, when the nurse complies with the following requirements:

- (i) Submits her written request at least one (1) month prior to commencing the academic courses, and;
- (ii) Presents proof of registration in such course(s) when it becomes available.

Such request will not be unreasonably denied.

D.5 Commitment for Regular Part-time Nurses

- (a) All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.
- (b) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:
 - (i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital;
 - (ii) A tour will be deemed to be offered whenever a call is placed;
 - (iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
 - (iv) When a regular part-time nurse accepts an additional tour, they must report for that tour unless arrangements satisfactory to the Hospital are made;
 - (v) Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing Hospital practice.

- (c) Staff Nurses, who have indicated their availability, will be utilized, including overtime, before shifts are offered to Agency Nurses.

D.6 Tours of Less than 7.5 hours (Part-Time Only)

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 endeavour 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 rest period.
- (iv) Nurses working tours comprised of less than 7.5 hours, shall not be scheduled to work six (6) consecutive tours. If a nurse is required to work on a seventh (7th) consecutive and subsequent tour, then they 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 four (4) hour tours without their 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.

D.7 Transfer between Sites

The Hospital agrees to provide the Union with as much notice as reasonable under the circumstances where there is permanent moves of services or programs from site to site or within sites.

Nurses working at both sites shall be oriented to any relevant differences between the two locations.

- D.8 A nurse will only be sent to the other site to do one (1) shift relief if there is no replacement nurse available to do the work at the other site.

- D.9 All casual nurses in a unit shall be called in order of seniority of those casuals who have made themselves available for work. A tour would be deemed to be offered whenever a call is placed.

- D.10 Overtime will be offered in accordance with seniority of those nurses who make themselves available in the order of full-time, regular part-time and then casual, before shifts are offered to Agency Nurses. A tour is deemed to be offered if a call is made.
- D.11 (a) A casual nurse will endeavour to submit her availability four (4) weeks prior to posting of the schedule.
- (b) A casual part-time employee who declares himself or herself available to work shall notify the Hospital as soon as a change in circumstances becomes known.
- D.12 Floating
- Reassignment will occur bearing in mind the following principles:
- (a) Patient care requirements are the first priority.
- (b) The Hospital will not normally reassign probationary employees.
- (c) The Hospital will reassign, where possible, employees who volunteer.
- (d) The Hospital will normally cancel or reassign agency employees before reassigning staff employees.
- (e) The Hospital will normally reassign staff nurses in the following sequence, on the basis of reverse seniority: casual, regular part-time, regular full-time.
- D.13 In the case of a nurse returning to duty following sick leave, a nurse will provide the Supervisor or designate at least six (6) hours' notice prior to the beginning of nurse's scheduled shift.

ARTICLE E - EXTENDED TOURS

Article D – Schedules of Work applies to extended tours unless specifically modified below:

- E.1 When the Hospital and the Union agree, extended tours may be instituted when eighty percent (80%) of the nurses in a particular unit have so indicated by secret ballot. Where possible, nurses not in favour of extended tours shall be fitted into the schedule based on the normal tour. Such vote will be conducted by the Union.
- E.2 When less than eighty percent (80%) of the nursing staff in a particular nursing unit vote, as outlined in Article E.1, in favour of extended tours by

secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination extended and normal (7.5 hour) tour in a particular nursing unit.

The Hospital shall make space available to the Union in order to permit them to conduct a vote to ensure that one hundred percent (100%) of the Unit staff have indicated their preference for eight (8) or twelve (12) hour tours.

E.3 Nurses shall not be required to work more than three (3) consecutive extended tours, unless otherwise agreed.

E.4 Nurses shall receive every second weekend off, which shall consist of six (6) consecutive extended tours, which shall commence no later than 1930 hours Friday for full time employees.

A nurse will receive premium pay as defined in Article 14 for all hours worked on a second consecutive and subsequent consecutive 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 required 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.

E.5 In the event of an extended tour trial, such trial period shall be six (6) months, unless otherwise agreed. Such trial period may be terminated by either party upon at least four (4) weeks written notice to the other.

E.6 Where extended tours exist in a nursing unit or where a combination of extended tours and normal tours exist in the same unit, either party may terminate this arrangement upon at least four (4) weeks written notice to the other.

Where eighty percent (80%) of the nurses in a particular nursing unit have indicated by secret ballot that they wish to return to a schedule consisting only of normal tours, they shall be permitted to do so.

E.7 Where a combination of extended tours and normal tours exist in the same unit, it is understood that the ratio of extended tours and normal tours shall be maintained unless otherwise mutually agreed.

E.8 (a) (i) Six (6) weeks of unworked schedules to be posted at all times.
(ii) Schedules shall be posted no later than 1515 hours on the day of posting.

- (iii) Schedules will not be changed once posted without prior discussion between the nurse affected and her manager.
- (b) A nurse may exchange her scheduled tours of duty 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 premium pay. Such requests shall not be unreasonably denied.
- (c) At least fifty (50%) percent of the tours worked shall be on the day shift except where the nurse agrees to work straight shifts or a greater percentage of shifts.
- (d) A nurse will not be required to change tours of duty more than once during a week, unless otherwise agreed by the nurse.
- (e) A minimum of four (4) consecutive tours off shall be scheduled following scheduled night shifts unless otherwise agreed.
- (f) 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. Requests for permanent shifts will not be unreasonably denied.
- (g) The Hospital will not schedule split shifts.
- (h) Prior to altering the starting or finishing time on a unit, or introducing different shifts, the President of the Local shall be notified and the nurses on the unit consulted for input and comments.
- (i) Scheduling - Christmas and New Years

It is understood that the scheduling objectives set out in paragraphs E.3 and 8 may be waived between December 15th and January 15th so that all nurses will receive at least 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. Time off at Christmas shall include Christmas Eve (December 24), December 25th and December 26th, and time off at New Year's shall include December 31st and January 1st, unless otherwise mutually agreed. In the event of a conflict, bargaining unit seniority within the given nursing unit shall be the decisive factor.

Within the above defined period, nurses will not be scheduled more than two (2) consecutive weekends. This includes the weekend immediately prior to December 15th and following January 15th. Consecutive weekend premium will not apply.

Christmas time will be posted six (6) weeks in advance of the holiday.

Notwithstanding the above, once every three (3) years nurses may request vacation over Christmas and New Year's with the intent that he/she would get Christmas and New Year's off. Such requests shall not be unreasonably denied. Preference will be given to more senior nurses. Nurses wishing such consideration shall make such request by February 1st of the current year.

- (j) Whenever possible, the Hospital will schedule at least one (1) extended tour off between shifts.

E.9 A nurse shall be entitled to a twenty (20) minute rest period for each 3.75 hours worked. 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.

ARTICLE F - TEN (10) HOUR TOURS

Article D – Schedules of Work applies to ten (10) hour tours unless specifically modified below:

F.1 When the Hospital and the Union agree, 10 hour tours may be instituted when eighty percent (80%) of the nurses in a particular unit have so indicated by secret ballot. Where possible, nurses not in favour of 10 hour tours shall be fitted into the schedule based on the normal tour (7.5 hour or on 11.25 hour) tour. Such vote will be conducted by the Union.

F.2 When less than eighty percent (80%) of the nursing staff in a particular nursing unit vote, as outlined in Article F.1, in favour of 10 hour tours by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination 10 hour and normal (7.5 hour) or extended (11.25) hour tours in a particular nursing unit.

The Hospital shall make space available to the Union in order to permit them to conduct a vote to ensure that one hundred percent (100%) of the Unit staff have indicated their preference for eight (8), ten (10) or eleven point two five (11.25) hour tours.

F.3 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 are 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.

F.4 Ten (10) Hour 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 forty (40) 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 forty (40) minutes.

F.5 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.

F.6. 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.

F.7 Requests for change of scheduled working hours shall be done in accordance with D.6.

F.8 Overtime (Subject to Article 14)

For nurses working ten (10) hour tours, overtime shall be paid at the rate of time and one-half (1 1/2) the nurses' regular straight time hourly rate for all work performed in excess of 9.4 paid hours in a twenty-four (24) hour period.

F.9. Paid Holidays

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

F.10 Nurses shall receive every second weekend off, which shall consist of six (6) consecutive tours, which shall commence no later than 1715 hours or the end of the day shift, whichever is later, on the Friday.

ARTICLE G – SELF-SCHEDULING

G.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. Where less than eighty percent (80%) of the nursing staff vote don't vote in favour of for self-scheduling, the Union may approach the Hospital and ask them to consider the implementation of a combination of self-scheduling and normal (7.5 hours) tours or extended (11.25 hours) tours.
3. 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.
4. 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.

5. In the event that self-scheduling is continued following the test period, the Hospital shall notify the Union in writing.
6. Prior to instituting self-scheduling on a continued basis in a unit, the Union will be provided with a copy of the self-scheduling guidelines for that unit.
7. Nurses participating in self-scheduling units shall be responsible for scheduling their hours including paid holidays and lieu days.
8. 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.
9. Self-scheduling may be cancelled by either the Hospital or the Union upon a minimum of eight (8) weeks written notice to the other party.
10. Self-scheduling, including scheduling regulations, shall comply with all the provisions of the full-time and part-time Collective Agreements in all respects.

ARTICLE H - VACATIONS

H.1 Vacation entitlement for nurses will be computed as at January 1st in each year.

Part-time nurses shall be paid vacation pay on each paycheque.

H.2 (a) A vacation schedule will be posted from October 1 to October 15 of each year so that employees may indicate their vacation requests for the period of January 1 to March 31 of the following year. Seniority shall apply in selection of preference made known during the period October 1 to October 15.

All approved vacation time submitted as above will be posted by November 30 for any vacation scheduled for the vacation period of January 1 to March 31 of the following year.

(b) A vacation schedule will be posted from October 15 to February 1 of the following year so that employees may indicate their vacation requests for the period of April 1 to December 31 of that year. Seniority shall apply in selection of preference made known during the period October 15 to February 1.

All approved vacation time submitted as above will be posted by March 12 for any vacation scheduled for the vacation period of April 1 to December 31 of that year.

- (c) All remaining vacation requests after February 1 shall be and will be made in writing and/or email depending on the practice of the unit and dated to the employee's immediate Supervisor or designate. The requested vacation will be granted on a first requested, (by date) first approved basis. Requests submitted on the same date will be granted by seniority. Whenever possible the written requests for vacation will be provided at least one (1) month in advance of the requested time, and the Hospital will provide a response to the request in writing, within two (2) weeks of the request being received.

H.3 Vacations may be taken as earned in allotment of weeks (i.e. one (1) week equals five (5) vacation days and at least two (2) days off) or in single days or multiples thereof. A nurse shall be permitted to carry up to two (2) weeks of vacation to the next year.

A nurse shall be permitted to carry up to two (2) weeks of vacation to the next year providing all vacation approved for carryover is taken by April 1st of the year next year unless the nurse is on an approved Leave of Absence.

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

H.4 The Hospital shall endeavour to schedule a nurse's weekend off prior to going on vacation. Prior to leaving on vacation, a nurse shall be notified of the date and time on which to report back for work following vacation if the posted work schedule does not cover the nurse's vacation period in subsequent time. Vacations may be scheduled to commence on a day other than Monday.

H.5 Vacation quotas will not be unduly restrictive. Full-time and part-time vacation quotas shall be separate. Ontario Nurses' Association members will have separate vacation quotas.

H.6 The Hospital will give consideration to a nurse's request for vacation between the period December 15th and January 15th, provided the nurse will be fulfilling her commitment to work either Christmas or New Year's.

H.7 During summer vacation time, from June 15 to September 15, a nurse will only be able to exercise his/her seniority once in order to claim a period of vacation.

H.8 A nurse must provide eight (8) weeks written notice to their Manager if they wish to cancel their scheduled vacation.

H.9 Earned vacation pay shall be paid to a nurse in advance of their scheduled vacation period, if they so requests. Such request must be submitted to the Hospital at least two weeks in advance of the pay period, prior to the commencement of the nurse's vacation.

ARTICLE I - PAID HOLIDAYS

I.1 The following shall be paid holidays:

New Year's Day (Jan. 1)	Labour Day
Family Day (3 rd Monday in February)	Thanksgiving Day
Good Friday	Remembrance Day (Nov. 11)
Easter Monday	Christmas Day (December 25)
Victoria Day	Boxing Day (December 26)
Canada Day (July 1)	
Civic Holiday	

I.2 Lieu days shall be granted and scheduled at a mutually agreeable time. Where a full-time nurse is entitled to a holiday, such lieu day will be taken within sixty (60) days on either side of the day the holiday was observed, on a date mutually agreeable to the nurse and the Hospital. The Hospital shall endeavour not to schedule the lieu day as a single day off unless requested by the nurse. 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. The Hospital may give consideration to requests for a lieu day to be observed at another period of time.

If any of the above-mentioned holidays occurs on a full-time nurse's day off or during a full-time nurse's vacation, another day off in lieu thereof within sixty (60) days on either side of the holiday, or another day's pay, will be granted as agreed upon by the nurse and her immediate supervisor.

I.3 When a full-time nurse is scheduled off on a paid holiday which occurs on a Monday or a Friday, the nurse shall be scheduled off the Saturday and Sunday and in conjunction with such holiday. When a nurse is scheduled to work on a paid holiday which occurs on a Monday or a Friday, she shall be scheduled to work the Saturday and Sunday. This shall not apply to nurses who work extended tours.

In the case of the Easter weekend, it is understood that at least three (3) consecutive days off will be scheduled.

I.4 A nurse will be paid premium pay for all hours worked on the holiday in accordance with Article 14.04 and 15.05 of the Central Collective Agreement.

- I.5 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.
- I.6 A nurse will be paid for all hours worked on the holiday at time and one-half (1 1/2) in accordance with Article 15.05 of the central Collective Agreement.

ARTICLE J - SCHEDULING STANDBY

- J.1 The Hospital agrees that stand-by will be distributed on an equitable basis among the qualified nurses who normally perform the work. The on call/standby will be utilized to cover procedures extending beyond the normal close time of unit and unscheduled procedures during off hours and will only be utilized to staff the unit as a last resort, where the Hospital is otherwise unable to secure adequate staffing for the unit.
- J.2 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.
- (a) A nurse who is called in to work and;
- (i) works a minimum of four hours, and/or
 - (ii) works to 3:30 a.m. or beyond, and
 - (iii) is scheduled for the next day or evening shift,
- will be permitted leave with pay for that next day or evening shift in addition to premium pay for the time worked.
- (b) A nurse who is called in to work after completing a regularly scheduled day or evening shift, and
- (i) works a minimum of four hours, and/or
 - (ii) completes his/her duties before 3:30 a.m., and
 - (iii) is scheduled for the next day or evening shift,
- will be permitted leave with pay for that part of his/her next day or evening shift to allow a minimum of twelve (12) hours between the end of the overtime assignment and the commencement of work on the regularly scheduled day or evening shift.
- (c) A nurse who satisfies all of the requirements, as set out under paragraph (b), above, but who has not been called in 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 eleven (11) hours between the end of the overtime assignment and the commencement of work on the regularly scheduled day shift.

- (d) Where there are hours remaining in the next scheduled shift referred to in clause J.2(b) or (c), the following shall apply:
 - i) if less than half the shift remains (less than 4 hours of an 8 hour shift, 5 hours of a 10 hour shift and/or 6 hours of a 12 hour shift), the nurse shall be granted leave with pay for the remainder of that shift;
 - ii) if at least half the shift remains (more than 4 hours of an 8 hour shift, 5 hours of a 10 hour shift and/or 6 hours of a 12 hour shift), the nurse may either work the remaining hours in the shift, or may be granted time off without pay. If she selects time off without pay, she may choose to use lieu time or vacation pay for those remaining hours.

J.3 For operations, where a nurse continues working on an overtime assignment that extends into his or her next regular shift, the nurse shall be entitled to receive the appropriate premium rates for those hours of his or her regular shift. This paragraph is to be construed to provide for the payment to a nurse of the appropriate premium rate for the duration of the operation which was commenced prior to the start of the regular shift.

Hours worked during the regular shift after the operation and after any duties directly related to the operation which are assigned to the nurse, including clean-up and transfer of the patient, are complete, shall be paid at straight time.

J.4 Should a nurse notify the 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.

J.5 A nurse who is called in and who is on his or her day off, may request, and be granted another day off at a mutually agreeable time between the nurse and her immediate supervisor.

J.6 A nurse, who is required to travel to the Hospital or return to his or her home, as a result of being called or staying beyond normal unit finish time, 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 parking.

Where a nurse has stayed beyond his or her regularly scheduled shift for (on call) overtime, the Hospital agrees to pay for his or her parking.

J.7 A nurse assigned to standby shall not be assigned to take call for more than four (4) consecutive days.

J.8 Occasionally a nurse may be expected to work until 0700 or 0730 hours. Should this happen, the Hospital would ensure that there is a twelve (12) hour period of time between the period of overtime and the beginning of their next shift. The Hospital would also understand that the nurse be permitted leave with pay for that period of her shift to allow for the twelve (12) hour lapse.

J.9 Employees scheduled for standby will be provided with pagers. Pagers are to be returned to the Hospital's premises on the employee's next scheduled shift. The employees are not expected to return to the Hospital to return the pagers on their unscheduled time.

The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.

J.10 Telephone Standby

A nurse placed on telephone standby will be paid in accordance with Article 14.07 of the Central Collective Agreement.

Time spent performing the telephone consultation will be paid at the rate of two (2) times the staff members regular rate of pay. This amount will be paid in addition to the on-call premium for the hours performing on-call duty.

ARTICLE K - BULLETIN BOARDS

K.1 Job postings will be on one bulletin board only at each site. At the Western site, the board is ground floor north hall atrium.

The Hospital shall continue to provide ONA specific bulletin boards at the following locations:

General Site

1. One Eaton North adjacent to the Nursing Resource Centre
2. Main Corridor of the Food Court
3. Ground Floor Munk Building hallway
4. Ground Floor opposite elevators near Elizabeth Street entrance
5. 1st Floor Munk Building near entrance to Diagnostic Imagin

Western Site

1. Ground Floor near Fell Elevators
2. New Nursing Centre
3. 5th Floor Hallway Outside Human Resources
4. 4th Floor Fell
5. First Floor entrance to Atrium from Leonard Street Hallway.

Notices of Union membership meetings may be posted on unit bulletin boards.

It is agreed that no notice will be posted on the bulletin boards without prior approval by a designated officer of the Hospital.

ARTICLE L - PAY CHEQUES

- L.1 The regular pay day shall be every other Thursday. Pay will be deposited by 8:00 a.m. on the pay day.
- L.2 The employees at the Western Division will be able to obtain assistance with respect to payroll issues at the Western site during the hours of 8:30 a.m. to 4:30 p.m. between Monday to Friday subject to normal break periods and statutory holidays.
- L.3 An employee with a payroll error, upon request, will have a separate cheque issued to her/him as soon as possible but no later than two (2) working days (payroll working days).
- L.4 All pay stubs will include the number of overtime bank days and stat holidays remaining.

ARTICLE M - MODIFIED WORK

MODIFIED WORK

- M.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 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.

M.2

Joint Accommodation Committee

- (a) A Joint Accommodation Committee (JAC) comprised of equal numbers of Union and Hospital representatives will continue to function under the existing terms of reference. The JAC will meet on a monthly basis.
- (b) The JAC will develop and recommend ongoing improvements to strategies to:
- 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.
 - Integrate accommodated workers back into the workplace.
 - 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:
- All employees within the bargaining unit currently on temporary modified work.
 - All employees within the bargaining unit who were accommodated into permanent positions in the previous month.
 - All employees within the bargaining unit currently requiring either temporary/permanent placement.
 - All employees within the bargaining unit currently off work, pending return to work.
- And quarterly:
- All employees within the bargaining unit absent from work in receipt of WSIB benefits.
 - All employees within the bargaining unit absent from work in receipt of LTD.
 - All employees within the bargaining unit who have been absent from work for more than 23 months, excluding those identified above.
- (d) The Hospital agrees to offer every disabled worker, where available, employment upon the employee's medical clearance to return to work, which shall continue as long as the disability lasts.

The Hospital agrees that a site specific joint accommodation committee consisting of no more than three (3) members from each side, including the employee, will facilitate any long term and complex accommodation of disabled employees in accordance with the relevant return to work statutes e.g., WSIB.

M.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.

M.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 Rep will examine 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 M.3(c).

- 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 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.
- All applications of the disabled employee will be given priority over other applications.

- 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 weekly 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. A copy of this letter will be sent to the Bargaining Unit President.
- (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.
- (d) The home position of the employee within the bargaining unit requiring permanent accommodation may be posted under the following circumstances:

The employee is permanently accommodated in another position or arrangement.

- The weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future.
- The employee is in receipt of LTD and it has been medically verified that she is permanently disabled from her original position
- 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.

M.5 Temporary Modified Work

- (a) 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 the 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.

ARTICLE N – VIOLENCE IN THE WORKPLACE

Definition of Violence

The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace.

N.1

(a) 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.

- (b) The Hospital will notify the Bargaining Unit President 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) 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) Training

The Hospital agrees to provide training and information on the prevention of violence including information on Behaviour Safety Alert procedures, to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated when necessary for a unit, as determined by the joint Occupational Health and Safety Committee based on a review of risk assessments for the unit..

(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.

N.2 Damage to Personal Property

The Hospital will consider requests for reimbursement for damages incurred to the employee's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.

N.3 Nurses reporting to and departing from work at the Hospital between the hours of 2300 and 0700 shall, if they so request, be provided with a security escort to and from their car in the Hospital's parking lot.

ARTICLE O- MISCELLANEOUS

O.1 Where a nurse qualifies for a meal allowance, she will pick up the meal ticket from the nurse in charge. A nurse will receive a meal ticket if they are called into work on their day off and is working in excess of six (6) hours.

O.2 The Hospital shall notify the Union in writing of the name of **Hospital** representatives and/or committee members and the nurse managers and where they may be located as well as the effective date of their respective appointments.

O.3 The Hospital shall promptly forward to the Local Association copies of job postings.

O.4 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.

O.5 Parking

The Hospital will continue its policy of paid parking on the basis of existing rates. Prior to any changes to these rates to reflect changes in cost of providing parking services the proposed changes will be discussed at the Union/Hospital Committee. In the event the Hospital changes the rates, the Union has the right to grieve.

- O.6 The Hospital agrees to continue the present practise of providing and laundering uniforms to all areas where uniforms are presently provided including but not limited to:
- ICU
 - PACU
 - Haemodialysis
 - Operating Room
 - Emergency
 - Day Surgery
- O.7 Where a nurse has worked accumulated overtime hours and elects to take equivalent time off under Article 14.09, such time will be scheduled at a mutually agreeable time between the nurse and her Manager. Requests for such time off will not be unreasonably denied.
- O.8 The Union Representatives will be allowed to use the E-Mail system for communicating Union business to bargaining unit members. Such use will comply with the UHN policies and procedures on the appropriate use of E-Mail.
- O.9 By March 31st of each year, all overtime banked hours that have not been taken in accordance with Article O.7 in excess of one hundred (100) hours will be paid out.

ARTICLE P - PREPAID LEAVE

- P.1 The number of nurses eligible to participate in the prepaid leave plan in any given year will be no more than sixty (60) full-time nurses and not more than one (1) per unit, except in units of more than thirty (30) full-time nurses in which case there may be no more than two (2), and except in units of more than sixty (60) full-time nurses in which case there shall be no more than three (3).
- P.2 The number of nurses eligible to participate in the prepaid leave plan in any given year will be no more than thirty (30) part-time nurses and not more than one (1) per unit, except in units of more than fifteen (15) part-time nurses, in which there shall be no more than one (1), except in units of more than thirty (30) part-time nurses, in which case there may be no more than two (2).

ARTICLE Q - JOB SHARING

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

- Q.1 Job sharing requests with regard to full-time positions shall be considered on an individual basis. Such request will not be unreasonably denied.
- Q.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 the two (2) nurses and the Unit Supervisor.
- Q.3 The above schedule shall conform with the scheduling provisions of the Collective Agreement.
- Q.4 Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- Q.5 The job sharers involved will have the right to determine which partner works on a scheduled paid holiday and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- Q.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 nurse manager, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
- Q.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.
- Q.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 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.

Q.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.

Q.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. If the job sharing arrangement is discontinued, the position will revert back to a full-time position.

Q.11 The Hospital will provide to the Union annually by April 1, the number of job share positions, their names and the units they work on.

ARTICLE R - BENEFITS

R.1 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 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.

R.2 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 each time the benefit costs are renegotiated by the Hospital.

ARTICLE S – INJURY PREVENTION TRAINING

S.1 The Hospital agrees to develop a program for injury prevention training and to provide the training to all staff at orientation and training as necessary for staff on a unit based on a review of risk assessments for the unit.

A copy of the Hospital's Injury Prevention Training program will be provided to the Bargaining Unit President and Joint Health and Safety Committee whenever amendments are made pursuant to T.2 below.

S.2 Musculoskeletal Injury Prevention and Control

- i) The Hospital, in consultation with the Joint Health and Safety Committee, shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices, equipment and training for the health and safety of workers.
- ii) At least once a year the musculoskeletal prevention and control measures, procedures, practices, equipment and training shall be reviewed and revised in the light of current knowledge and practice.
- iii) The review and revision shall be done more frequently than annually if,
 1. the Hospital, on the advice of the Joint Health and Safety Committee or health and safety representative, if any, determines that such review and revision is necessary; or
 2. there is a change in circumstances that may affect the health and safety of a worker.
- iv) The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and training as necessary for staff on a unit based on a review of risk assessments for the unit.
- v) The Hospital will conduct initial and on-going risk assessments to determine musculoskeletal prevention and control measures, procedures, practices, equipment and training.
- vi) The Joint Health and Safety Committee will review compliance with musculoskeletal prevention and control measures, procedures, practices, equipment and training during their physical inspection of the workplace.

- vii) The JHSC will inspect an area that has frequent repetitive strain injuries as frequently as recommended by the JHSC, to review compliance with musculoskeletal prevention and control measures, procedures, practices, equipment and training.

ARTICLE T - NEEDLESTICK/SHARP SAFETY

- T.1
 - i) The Hospital, in consultation with the Joint Health and Safety Committee shall develop, establish and put into effect, needlestick/sharps injury prevention and control measures, procedures, practices, equipment and training for the health and safety of workers.
 - ii) The committee will have input in selection and evaluation of devices with safety features that reduce and whenever possible eliminate, the risk of needlestick/sharps injuries.
 - iii) At least once a year the needlestick/sharps injury prevention and control measures, procedures, practices, equipment and training shall be reviewed and revised in the light of current knowledge and practice.
 - iv) The review and revision shall be done more frequently than annually if,
 - 1) the Hospital, on the advice of the Joint Health and Safety Committee or health and safety representative, if any, determines that such review and revision is necessary; or
 - 2) there is a change in circumstances that may affect the health and safety of a worker.
 - v) The Hospital will provide training on needlestick/sharps injury prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and at least annually thereafter.
 - vi) The Hospital will conduct initial and on-going risk assessments to determine needlestick/sharps injury prevention and control measures, procedures, practices, equipment and training.
 - vii) The joint health and safety committee will review compliance with needlestick/sharps injury prevention and control measures, procedures, practices, equipment and training during their physical inspection of the workplace.
 - viii) The JHSC will inspect an area affected by needlestick/sharps injuries frequently as recommended by the JHSC, to review compliance with

needlestick/sharps injury prevention and control measures, procedures, practices, equipment and training.

ARTICLE U – 2D2N EXTENDED TOUR SCHEDULE

- U.1 When the Hospital and the Union agree, the 2D 2N extended tour schedule may be instituted when eighty (80%) percent of the employees on a particular nursing unit have so indicated by secret ballot. For employees who indicate to their Unit Manager that they do not wish to work extended tours, the Hospital will endeavour to schedule these nurses on a normal shift rotation.
- U.2 When less than eighty (80%) percent of the staff on a particular nursing unit vote, as outlined in V.1, in favour of the 2D 2N extended tour schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination 2D 2N extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular Unit.
- U.3 The eighty (80%) percent figure above may be varied by mutual agreement between the parties.
- U.4 The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to in V.1 and V.6 (i)..
- U.5 At any meeting with the Hospital to discuss the 2D 2N schedule, a member of the Local executive should be in attendance.
- U.6 The 2D 2N schedule may be discontinued in any unit when:
- (i) eighty (80%) percent of the nurses in a unit so indicate by secret ballot; or
 - (ii) the Hospital decides to do so because of:
 - (1) adverse effects on patient care, or
 - (2) inability to provide a workable staffing schedule, or
 - (3) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule.

- (iii) When notice of discontinuance is given by either party in accordance with number (ii) above, then:
 - (1) the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and
 - (2) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

U.7 The scheduling provisions contained in Article E are applicable save and except for the following:

- (a) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth (5th) and subsequent day until a day off is scheduled.
- (b) Employees shall receive every fourth (4th) weekend off, which shall consist of six (6) consecutive extended tours, which shall commence no later than 1930 hours Friday.

An employee will receive premium pay as defined in Article 14 for all hours worked on a fourth (4th) consecutive and subsequent consecutive weekend 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 another employee.
 - (iv) It is agreed that an employee's availability for additional tours and/or overtime does not waive the employee's right to premium payment provided for under this Agreement.
- (c) All schedules will be done on the basis that each full-time employee will be scheduled for 1950 hours per year. Nurses will be scheduled for their make up shifts on mutually agreed upon dates.

**LETTER OF UNDERSTANDING
RE: HEALTH AND SAFETY ISSUES**

Where the Union has raised a Health and Safety issue with the Joint Health and Safety Committee and the Union has not received a satisfactory response and implementation plan concerning the matter within sixty (60) days of the date the matter was formally raised at the Joint Health and Safety Committee meeting. The Union may file a grievance at Step II concerning the issue.

Should the matter proceed to arbitration, the Arbitrator, or Arbitration Board, shall determine whether the matter has been appropriately addressed by the Hospital.

**LETTER OF UNDERSTANDING
RE: REASSIGNMENT OF DUTIES**

The Hospital agrees to review the option of reassignment of duties and safety concerns and procedures with the Nurse Manager in situations where nurses are pregnant or suspect they are pregnant, and where these nurses are in contact with patients with communicable diseases, patients requiring x-rays and patients receiving radiation therapy.

**LETTER OF UNDERSTANDING
RE: WEEKEND SCHEDULING, SPECIAL CIRCUMSTANCE AND INNOVATIVE**

SCHEDULING

The parties agree to meet to negotiate weekend scheduling, Special Circumstance and Innovative Scheduling at the Employee's request, in accordance with the Central Collective Agreement.

**LETTER OF UNDERSTANDING
RE: ARTICLE 9.09 INTERNSHIP**

The Hospital agrees to establish a nursing internship program for Registered Nurses employed by Toronto General and Toronto Western Hospitals. The purpose of the Nursing Internship Program will be in accordance with provisions of the Collective Agreement between the parties, and will be administered under the following terms:

1. The Hospital will offer internship opportunities for which funding is available. There will be an open application process as per Article 9.09 of the Collective Agreement. If the internship opportunity is to fill one or more vacant positions, then the opportunity and the positions will be posted in accordance with Article 10.07 of the Collective Agreement. All full-time and part-time nurses are eligible to apply.

2. A Nursing Internship Committee will be developed as a subcommittee of the Professional Development Committee. It will be the Nursing Internship Committee's Responsibility to come to an agreement on the elements of the internship program and the process for administering the application, selection, orientation and evaluation of the Nursing Internship Program. The committee will also be responsible for communications regarding the program.
3. In making a selection, the Hospital will consider the applicant's skill, ability, experience, qualifications and commitment to learning. If all else is equal then seniority will be the determining factor. The selection process will not be arbitrary or unreasonable.
4. The Nursing Internship Committee will consist of three (3) Ontario Nurses Association Bargaining Unit staff nurses from the University Health Network Nursing Professional Practice Council, three (3) Nursing Management/Leadership representatives, one (1) Human Resources representative from each site and one (1) Union representative from each site.
5. Unsuccessful applicants will be notified and if a nurse requests, the Hospital will discuss with the unsuccessful applicant ways in which they can improve their qualifications for future internship opportunities.
6. The Hospital will pay each nurse at their regular hourly rate while they are participating in the Nursing Internship Program – this includes time spent for classroom and clinical practicums associated with the program. The Nursing Internship Committee will determine payment of other costs associated with the program.
7. Each nurse that is participating in the program will not be included in the unit's regular staffing pattern.
8. Each nurse who participates in the Nursing Internship Program will commit to continued employment with the Hospital for a period of one (1) year from the completion of his/her internship placement.
9. If a nurse is assigned to a formal mentorship role as per Article 9.08 (c) of the Collective Agreement in relation to an intern under this program, the Hospital will pay the nurse who has been assigned to be a mentor the appropriate mentorship premium.
10. The parties agree that any concerns or issues related to the nursing Internship Program may be discussed at the Professional Development Committee.
11. At the termination of the trial period, the parties agree to meet to review the structure and process evaluation of the Nursing Internship program. At that time, a decision will be made regarding the continuation of the program.

**LETTER OF UNDERSTANDING
RE: ERROR ON SENIORITY LIST**

When an error on the seniority list is brought to the Hospital's attention, it will be corrected within 2 weeks and documentation of the correction will be sent to the employee affected and the Union.

**LETTER OF UNDERSTANDING
RE: EMAIL FOR ONA USE**

1. The Hospital agrees to provide an email user group for ONA members.
2. This information would be provided to the Local President of Toronto General/Western. This information is contained in the Global address list entitled "All UHN Nurses".
3. The Union agrees that the usage of this email system would comply with the Hospital's policy governing email usage at the Hospital.

**LETTER OF UNDERSTANDING
RE: POSTING ELECTION INFORMATION**

1. The Hospital agrees to have the **Union** post information regarding the candidates competing for election along the elevators in the Hospital.
2. This list can be posted two (2) weeks prior to the date of the elections.
3. The **Union** is responsible for removing these postings within one (1) week following the elections.

**LETTER OF UNDERSTANDING
RE: ELECTRONIC/TELEPHONE/E-MAIL OVERTIME SHIFT NOTIFICATION**

1. Nurses will designate in writing to the Hospital their preferred method of communication for offering overtime shifts (telephone call or individual text messages or individual e-mails only), unless the parties agree otherwise. If the initial callout or offer for overtime is unsuccessful, telephone calls, group texts and emails may be utilized. Note: as per current practice if a nurse is working and would be eligible for the shift being offered, they will be offered the shift in person.
2. Once a nurse deems their preferred method of communication (telephone call or individual text or individual e-mail), they will be offered the overtime shift in accordance with the Collective Agreement, whereby a telephone call placed or individual text sent or individual e-mail sent is a shift offered.

3. All other articles of the Collective Agreement apply when offering shifts electronically.

Dated at Toronto, Ontario this 19th day of June, 2024.

FOR THE HOSPITAL

Mandy Madill

Zahra Kaba

Stephen Casey

Dawn Donaldson

Sylvia Blanchard

Rose Puopolo

Megan Eason

FOR THE UNION

Ram Sivapalan
Labour Relations Officer

Elizabeth Romano
Bargaining Unit President

Jennifer Caesar

Genieve Dhani

Natasha Thompson

Christina Aykler