

**LOCAL ISSUES**

**Between:**

**WILLIAM OSLER HEALTH SYSTEM  
[hereinafter referred to as the "Hospital"]**

**And:**

**ONTARIO NURSES' ASSOCIATION  
[hereinafter referred to as the "Association"]**

**Expiry Date: June 7, 2021**

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**APPENDIX 3**  
**SALARY SCHEDULE**  
**FULL-TIME & PART-TIME**

Non-Registered Nurse

	Effective April 1, 2020	Effective April 1, 2021
Start	\$32.20	\$32.52
1 Year	\$32.34	\$32.66
2 Years	\$32.93	\$33.25
3 Years	\$34.62	\$34.96

Registered Nurse

	Effective April 1, 2020	Effective April 1, 2021
Start	\$33.56	\$33.90
1 Year	\$33.72	\$34.06
2 Years	\$34.28	\$34.62
3 Years	\$35.98	\$36.34
4 Years	\$37.67	\$38.05
5 Years	\$39.79	\$40.19
6 Years	\$41.94	\$42.36
7 Years	\$44.08	\$44.52
8 Years	\$47.22	\$47.69
25 Years	\$48.05	\$48.53

Diabetes/Asthma/Cardiac Rehab Patient Educator/Research Nurse

	Effective April 1, 2020	Effective April 1, 2021
Start	\$34.84	\$35.20
1 Year	\$35.04	\$35.40
2 Years	\$35.48	\$35.83
3 Years	\$37.26	\$37.64
4 Years	\$38.97	\$39.37
5 Years	\$41.13	\$41.55
6 Years	\$43.37	\$43.81
7 Years	\$45.57	\$46.03
8 Years	\$48.84	\$49.32
25 Years	\$49.70	\$50.19

Resource Nurse

	Effective April 1, 2020	Effective April 1, 2021
Start	\$35.65	\$36.01
1 Year	\$35.80	\$36.16
2 Years	\$36.37	\$36.73
3 Years	\$38.06	\$38.44
4 Years	\$39.75	\$40.15
5 Years	\$41.87	\$42.29
6 Years	\$44.02	\$44.46
7 Years	\$46.17	\$46.63
8 Years	\$49.30	\$49.79
25 Years	\$50.13	\$50.63

Perioperative Lead

	Effective April 1, 2020	Effective April 1, 2021
Start	\$35.65	\$36.01
1 Year	\$35.80	\$36.16
2 Years	\$36.37	\$36.73
3 Years	\$38.06	\$38.44
4 Years	\$39.75	\$40.15
5 Years	\$41.87	\$42.29
6 Years	\$44.02	\$44.46
7 Years	\$46.17	\$46.63
8 Years	\$49.30	\$49.79
25 Years	\$50.13	\$50.63

Clinical Informatics Analyst/Lactation Consultant

	Effective April 1, 2020	Effective April 1, 2021
Start	\$37.90	\$38.29
1 Year	\$39.59	\$39.99
2 Years	\$41.55	\$41.96
3 Years	\$43.51	\$43.94
4 Years	\$45.44	\$45.89
5 Years	\$47.36	\$47.84
8 Years	\$47.51	\$47.98
25 Years	\$48.44	\$48.93

Regional Cardiac Care Coordinator

	Effective April 1, 2020	Effective April 1, 2021
Start	\$39.24	\$39.63
1 Year	\$39.33	\$39.73
2 Years	\$39.77	\$40.17
3 Years	\$41.67	\$42.08
4 Years	\$43.46	\$43.90
5 Years	\$45.21	\$45.67
6 Years	\$47.36	\$47.84
7 Years	\$49.30	\$49.79
8 Years	\$51.70	\$52.22
9 Years	\$52.64	\$53.16

Vascular Access Coordinator/Home Dialysis Coordinator

	Effective April 1, 2020	Effective April 1, 2021
Start	\$39.24	\$39.63
1 Year	\$39.33	\$39.73
2 Years	\$39.77	\$40.17
3 Years	\$41.67	\$42.08
4 Years	\$43.46	\$43.90
5 Years	\$45.21	\$45.67
6 Years	\$47.36	\$47.84
7 Years	\$49.30	\$49.79
8 Years	\$51.70	\$52.22
9 Years	\$52.64	\$53.16

Patient Flow Facilitator, Patient Navigator

	Effective April 1, 2020	Effective April 1, 2021
Start	\$41.21	\$41.62
1 Year	\$42.98	\$43.41
2 Years	\$45.18	\$45.63
3 Years	\$47.39	\$47.87
4 Years	\$49.63	\$50.13
5 Years	\$51.82	\$52.34
8 Years	\$51.95	\$52.47
25 Years	\$52.97	\$53.50

Clinical Nurse Educator/Nurse Clinician

	Effective April 1, 2020	Effective April 1, 2021
Start	\$50.81	\$51.32
1 Year	\$51.35	\$51.87
2 Years	\$52.35	\$52.87
3 Years	\$53.58	\$54.11
4 Years	\$54.65	\$55.20
5 Years	\$55.80	\$56.36
8 Years	\$55.95	\$56.51
25 Years	\$57.10	\$57.67

GEM Nurse

	Effective April 1, 2020	Effective April 1, 2021
Start	\$50.81	\$51.32
1 Year	\$51.35	\$51.87
2 Years	\$52.35	\$52.87
3 Years	\$53.58	\$54.11
4 Years	\$54.65	\$55.20
5 Years	\$55.80	\$56.36
8 Years	\$55.95	\$56.51
25 Years	\$57.10	\$57.67

Geriatric Outreach Nurse

	Effective April 1, 2020	Effective April 1, 2021
Start	\$50.81	\$51.32
1 Year	\$51.35	\$51.87
2 Years	\$52.35	\$52.87
3 Years	\$53.58	\$54.11
4 Years	\$54.65	\$55.20
5 Years	\$55.80	\$56.36
8 Years	\$55.95	\$56.51
25 Years	\$57.10	\$57.67

Clinical Nurse Specialist

	Effective April 1, 2020	Effective April 1, 2021
Start	\$53.43	\$53.97
1 Year	\$53.95	\$54.49
2 Years	\$55.04	\$55.58
3 Years	\$56.12	\$56.68
4 Years	\$57.24	\$57.82
5 Years	\$58.37	\$58.96
8 Years	\$58.56	\$59.14
25 Years	\$59.73	\$60.32

Nurse Practitioner/Advance Practical Nurse

	Effective April 1, 2020	Effective April 1, 2021
Start	\$53.41	\$53.95
1 Year	\$56.00	\$56.56
2 Years	\$57.46	\$58.03
3 Years	\$58.97	\$59.56
4 Years	\$60.39	\$61.00
5 Years	\$61.92	\$62.54
6 Years	\$63.51	\$64.14
8 Years	\$65.14	\$65.79
25 Years	\$66.42	\$67.08

## APPENDIX 4

### SUPERIOR CONDITIONS – FULL-TIME

ETOBICOKE GENERAL HOSPITAL  
(Applies to all Employees as of April 1, 2000)

- Formerly Article 9.01:           Written requests for personal/general leave(s) of absence without loss of seniority for good and sufficient cause shall be considered on an individual basis by the Vice-President of Patient Services or her/his designate.
- Formerly Article 12.02 (c):    For the purposes of this Article, service for a Part-Time nurse will not date farther back than January 1, 1976.
- Formerly Article 13.03:       Note: The existing Collective Agreement prior to March 16, 1993, contains provisions relating to payment to employees for holidays, whether worked or not, that exceed any payment required under the Employment Standards Act. Such provisions shall be continued. Payment of holiday pay under this Note applies only to employees presently enjoying such payment. employees presently enjoying holiday pay pursuant to this note or otherwise as of March 16, 1993, will continue to enjoy such payment until they cease to be employed at the Hospital or until they transfer to a status to which this superior condition does not apply, whichever first occurs.
- Formerly Article 13.05:       The following language applies only to part-time employees who were employed at Etobicoke General Hospital prior to March 16, 1993.
1.     If a regular part-time employee does not work on any of the paid holidays as listed in Article 13.01 (a), she/he shall receive holiday pay if she/he works twelve (12) of the preceding twenty-eight (28) days.
  2.     If a casual part-time employee works twelve (12) of the preceding twenty-eight (28) days prior to any of the paid holidays as listed in Article 13.01 (a), and works on a paid holiday as listed in Article 13.01 (a), she/he shall be paid at the rate of double time and one-half (2½) her/his regular straight time hourly rate for all hours worked on such holiday.
  3.     If a casual part-time employee works on a paid holiday as listed in Article 13.01 (a) and has not worked twelve (12) of the preceding twenty-eight (28) days, she/he shall be paid at the rate of time and one-half (1½) her/his regular straight time hourly rate for all hours worked on such holiday.



4. If a casual part-time employee does not work on a paid holiday as listed in Article 13.01 (a), she/he shall be paid holiday pay if she/he works twelve (12) of the preceding twenty-eight (28) days.
5. For employees working the extended tours, the above days shall be pro-rated into hours.

Formerly Article 21.02: When an employee is required to stand by on a paid holiday and is called in to work, she/he shall be paid at the rate of two (2) times her/his regular straight time hourly rate with a guaranteed minimum of four (4) hours at time and one-half (1½) her/his regular straight time hourly rate, whichever is greater.

Formerly Appendix 11.1: For the part-time employees, the percentage in lieu is currently built into the hourly rate.

Formerly L – 2: Education Allowance

The Hospital will pay monthly preparation premiums as below in addition to the salaries noted in Appendix 3, provided the qualifications are used in the performance of the employee's normal or assigned duties.

Assistant Managers & Clinical Nurse Educator

- |     |   |          |
|-----|---|----------|
| (a) | Post-graduate courses of three (3) months or more if related to Nursing and approved by the ;   | \$15.00* |
| (b) | C.H.A. Nursing Unit Administration  | \$15.00  |
| (c) | A university course of one (1) year or more if related to Nursing and approved by the Managers; | \$40.00  |
| (d) | A Degree in Nursing and approved by the Manager.  | \$80.00  |

\*General staff employees shall also receive this premium if the course benefits are being utilized in their normal nursing duties.

**APPENDIX 5****LOCAL ISSUES****ARTICLE A - RECOGNITION**

- A.1 The Hospital recognizes the Union as the sole bargaining agent of all Registered and Graduate nurses employed in a nursing capacity by the William Osler Health System, save and except managers, persons above the rank of managers, Infection Control Practitioners, Occupational/Employee Health Nurses, Utilization Management Analysts, Community Treatment Order Coordinators, Discharge Coordinators, and Systems Analysts.

**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. 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, discharge, direct, classify, transfer, promote, demote, lay-off, and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged, suspended or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure. The right of a probationary employee to grieve shall be in accordance with Article 7.06.
  - (c) Establish and enforce reasonable rules and regulations to be observed by employees.
  - (d) Generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operations.
- B.2 These rights shall not be exercised in a manner inconsistent with the provisions of this Collective Agreement.

## **ARTICLE C - UNION REPRESENTATION**

### C.1 Negotiating Committee

In accordance with Article 6.04 (a), there shall be a Negotiating Committee of six (6) bargaining unit employees, including the Bargaining Unit President who shall be the Chair of the Negotiating Committee.

### C.2 Union Representatives

There shall be up to fifty (50) union representatives. In the event of new units/sites being created the number will be increased proportionately. In the event a Union Representative is not readily available in a designated area, a Union Representative from another area may substitute on a temporary basis.

### C.3 Union Interview

In accordance with Article 5.06, the Hospital shall arrange a period of thirty (30) consecutive minutes for the Union to interview employees during the orientation period. The interview period will not take place during any scheduled lunch or break period. The Hospital will notify the Union of the names of all newly hired nurses to be interviewed.

### C.4 Hospital Association Committee

The Hospital-Association Committee shall be composed of up to eight (8) representatives of the bargaining unit and representatives from the Hospital. Each party may have an alternate to replace a member. It is understood and agreed that rights matters that are more appropriately dealt with by the grievance procedure shall not be dealt with by this Committee.

### C.5 Grievance Committee

There shall be a Grievance Committee of up to five (5) Union Executives. The Grievance Committee shall include the Bargaining Unit President and the Grievance Chair. When a member of the Committee is not available they may be replaced by an alternate, appointed by the Union.

### C.6 Scheduling Committee

A scheduling committee will be struck consisting of three (3) of the local executive members and three (3) Hospital representatives for the purpose of resolving identified scheduling issues and/or the development of master rotations. Additional members will be invited as needed and agreed to by the committee to deal with unit specific issues.

### C.7 Professional Development Committee

In accordance with Article 9.02(a), there shall be a Professional Development Committee of at least two (2) bargaining unit representatives.

C.8 The Hospital will endeavour to schedule the Bargaining Unit President and Site Representative on the day shift for the duration of their office. The Union acknowledges that the scheduling provisions may deem that this may not be practicably possible.

C.9 The Employer shall notify the Union in writing of the name of the Employer representatives and/or committee members and Clinical Services Managers and the effective date of their respective appointment.

C.10 Layoff Subgroup

The Employer will recognize a Layoff Subgroup whose function will be to identify possible options to layoffs and/or methods of reducing the impact of layoffs. Representatives of the Subgroup as identified by the Union and the Employer will meet with all affected nurses individually whenever a layoff or other reduction in staffing is to occur. The Subgroup will outline the various options available to each individual nurse in accordance with the Collective Agreement.

The Subgroup shall be comprised of equal numbers of representatives of the Employer and the Union.

A Union member of the Subgroup shall not suffer any loss of wages when attending such meetings of the Subgroup. Where a Subgroup meeting is held on a Subgroup member's day off, such Subgroup member shall be paid at their regular straight hourly rate for all time spent attending the meeting.

C.11 Occupational Health and Safety Committee

The Hospital will recognize three (3) bargaining unit employees from the Etobicoke General site, three (3) bargaining unit employees from the Brampton Civic site, one (1) bargaining unit employee from the Peel Memorial site and one (1) from the Reactivation Care Centre to the Joint Occupational Health and Safety Committees. When a regular member of the site specific Committee is not available, they may be replaced by an alternate appointed by the Union from the specific site.

**ARTICLE D – LEAVE OF ABSENCE**

- D.1
- (a) Leaves of absence for Union business shall not be unreasonably denied provided at least two (2) weeks' notice is given to the Hospital.
  - (b) Replies to requests for leaves of absence shall be given within one (1) calendar week of receipt of the request.
  - (c) It is agreed that not more than twenty (20) nurses shall be absent on such leave at the same time.
  - (d) A decision as to how many nurses are away from any one unit at a time is tied to the Clinical Services Manager's ability to run an efficient operation with appropriate coverage. Each request will be reviewed by the Clinical

Services Manager based on the needs of the unit and will not be unreasonably denied.

- (e) The Hospital will invoice the Union no less than quarterly for reimbursement.

**D.2 Local Coordinator Leave**

The Hospital agrees to grant unpaid leaves of absence requested in writing by the individual elected to the position of Local Coordinator, subject to meeting the operational requirements of the Hospital, on the basis that such leave will be requested as far in advance as possible, normally not less than two (2) weeks in advance, and shall be limited to fulfilling the duties of the position.

**ARTICLE E – SENIORITY LIST**

- E.1 A copy of the full-time, regular part-time and casual part-time seniority lists as per Article 10.02 will be provided to the Bargaining Unit President electronically in excel and posted on the Oslernet on or before January 30 and July 30 of each year.
- E.2 The Hospital will provide the Bargaining Unit President and Site Representatives with copies of bargaining unit job postings at the time of posting.

**ARTICLE F – BULLETIN BOARDS**

- F.1 The Hospital shall provide the Union with access to a glassed, lockable bulletin board on each site, for the posting of Union materials. A small space will be provided on the bulletin board of each patient care unit with the mutual agreement of the Hospital and the Union.
- F.2 A copy of the Agreement may be accessed electronically.
- F.3 The Human Resources Policies and Procedures are available electronically for all members of the Bargaining Unit.

**ARTICLE G – HOURS OF WORK – SCHEDULING**

- G.1 The normal hours to be covered on each tour of duty shall be:

<u>8-hr Tours</u>		<u>12-hr Tours</u>	
Day Tour	- 07:30 to 15:30	Day Tour	- 07:30 to 19:30
Evening Tour	- 15:30 to 23:30	Evening Tour	- 11:30 to 23:30
Night Tour	- 23:30 to 07:30	Night Tour	- 19:30 to 07:30

The evening shift premium will be paid for time worked between the hours of 15:30 and 23:30 and night shift premium will be paid for time worked between the hours

of 23:30 and 7:30. For further clarity, the shift premium, where applicable, will be paid as per Article 14.10 of the Central Collective Agreement.

Special starting and stopping times may be arranged by the Hospital with the appropriate notification to the employee(s) involved.

The hours in G.1 may be changed by the Hospital in accordance with operating requirements after discussion with the Union at Hospital-Association Committee.

- G.2 (a) The Hospital shall endeavour to post four (4) week work schedules two (2) weeks in advance of being effective, such that at least six (6) weeks of unworked time is posted on an ongoing basis. Schedules will be accessible to employees on a twenty-four (24) hour basis.

Requests for specific days off are to be submitted in writing, or electronically, at least two (2) weeks in advance of posting. Changes to the posted schedule will only be considered in writing or electronically co-signed by the replacement employee and approved by the Clinical Services Manager or designate. Requests for changes to the posted schedule shall not result in overtime payment.

The Hospital will post on Oslernet the Scheduling posting timeline document.

- (b) A minimum period of twelve (12) consecutive hours off shall be scheduled between a change of tours unless otherwise specified in the Collective Agreement.
- (c) At least forty-eight (48) hours off shall be scheduled following the completion of night tours when changing to day tours in accordance with the posted schedule unless otherwise mutually agreed between the nurse and their Clinical Services Manager.
- (d) A weekend off shall consist of fifty-six (56) consecutive hours commencing no later than 2330 hours on Friday and ending no sooner than the beginning of the Monday day shift, unless otherwise mutually agreed between the nurse and their Clinical Services Manager.

The weekend premium provided for in Article 14.15 shall be paid for each hour worked between 2330 hours Friday and 2330 hours Sunday.

- (e) Requests, pertaining to Christmas Schedules will be submitted to their Clinical Services Manager by October 1<sup>st</sup> of each year. Christmas schedules shall be posted no later than November 1<sup>st</sup> of each year. Employees are entitled to either Christmas or New Year's off. Time off at Christmas shall include December 24, December 25 and December 26 and time off at New Year's shall include December 31 and January 1 unless otherwise mutually agreed. All employees will receive five (5) consecutive days off or more, around Christmas or New Year's, except in areas which normally are not scheduled to work on weekends or paid holidays. If the allocation of requests for time off does not allow the efficient operation of

the unit, the Clinical Services Manager may have to grant requests on a rotational equitable basis.

Weekend scheduling regulations may be put aside during the period of December 18<sup>th</sup> to January 10<sup>th</sup> to facilitate the scheduling of days off at Christmas and New Year's.

During the period of December 18<sup>th</sup> to January 10<sup>th</sup> where full-time nurses rotate tours the requirement to meet fifty (50%) percent day tours may be waived to facilitate the scheduling of days off at Christmas and New Year's.

Notwithstanding the prior statement the ratio will not exceed seventy-five (75%) percent non day tours nor will a nurse working a DD/NN or DD/EE be scheduled to work 4 consecutive tours of the same type (i.e. DDDD, EEEE or NNNN).

Note: The parties agree that this language will apply to both full-time and part-time members covered by this Collective Agreement.

(f) Line selection process

Following the vote to implement a new schedule, nurses on the affected unit will select, in order of seniority, by status (full-time, regular part-time A and regular part-time B) their preferred line on the new schedule within their current status.

- (g) Nurses are permitted to exchange scheduled tours of duty with another nurse scheduled in that unit, provided that the exchange in tours has been submitted in writing or submitted through the electronic scheduling system, three (3) full calendar days prior to the date of the first shift involved in the exchange, except in extenuating circumstances, co-signed by the nurses involved and approved by the Clinical Services Manager. Such requests will not be unreasonably denied.

G.3 Full-time

- (a) At least sixteen (16) hours off shall be scheduled between shifts of the same definition, i.e. Days, Evenings, Nights. [Does not apply to ten (10) hour and twelve (12) hour tours.]
- (b) Split tours will not be scheduled.
- (c) Where employees rotate shifts, the hospital shall endeavour to schedule fifty percent (50%) of work time on the day shift and fifty percent (50%) on the other shift or shifts as the case may be.
- (d) Every effort shall be made to give full-time employees one (1) weekend off in two (2). Should an employee be required to work three (3) weekends in a row, then time and one-half (1½) shall be paid for the third (3<sup>rd</sup>) and subsequent weekend(s) save and except where:

- (i) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - (ii) such employee has requested weekend work; or
  - (iii) such weekend is worked as a result of an exchange of shifts with another employee.
- (e) Employees will not be scheduled to change tours more than once per week (i.e. Refer to G.1 for examples of a tour).
  - (f) Employees on eight (8) hour tours shall not be scheduled to work more than seven (7) consecutive tours. The Hospital will pay the nurse premium pay, as defined in Article 14.03, for each additional prescheduled tour until a day off is scheduled.
  - (g) An employee will be scheduled off at least four (4) days in any two (2) week period of which two (2) days will be consecutive.
  - (h) An employee who requests to work a specific tour (except the day tour) on a permanent basis shall be granted such request whenever possible. However, all such employees may be assigned to the day shift up to six (6) weeks in every six (6) month period for training, development, reorientation, and evaluation purposes.
- If an employee working a permanent shift requests to return to rotating shifts, such request will not be denied provided the employee has been in the permanent shift for at least a period of six (6) months, subject to operational requirements.
- (i) Employees presently working eight (8) hour days/evenings or days/nights, shall not be rotated through all three (3) shifts without their consent.

#### G.4

##### Part-Time

- (a) Regular Part-time nurses making a Level A commitment will be available to be scheduled on the following basis:
  - i) Every other weekend, or;
  - ii) To be available, as required, to work two (2) weekends out of four (4) and scheduled to meet the operational needs of the unit.
  - iii) To be available to work forty-five (45) hours in a two (2) week period as required and assigned by the Hospital.
  - iv) A nurse in the employ of the Hospital as of November 20, 2000, may limit availability to thirty (30) hours in a two (2) week period.



- v) To be available fifty-two (52) weeks per year unless the employee is on an approved scheduled vacation or an approved leave of absence.
- vi) To be available to work either days/evenings, days/nights or evenings/nights (does not apply to extended tours).
- vii) Job-sharers' commitment shall be equivalent to their share of the job-shared position.  
  
Once a job sharers' commitment has been met and additional tours become available, job sharer may submit their availability for additional tours as per G.4 (d).
- viii) To be available for work as required and assigned by the hospital during Christmas (including December 24<sup>th</sup>, December 25<sup>th</sup> and 26<sup>th</sup>) or New Year's (including December 31<sup>st</sup> and January 1<sup>st</sup>).
- ix) To be available to work any statutory holiday that falls contiguous to a weekend that the employee is scheduled to work. If the weekend is scheduled off, the employee will be scheduled off on the statutory holiday.

Note: The status of the Regular Part Time B is a grandfathered status. The Hospital will not be posting any further positions for RPT B and an individual nurse cannot transfer into this status.

- (b) Part-time nurses making a Level B commitment will be available to be scheduled on the following basis:
  - i) To be available to work for four (4) shifts in any four (4) week period, including one (1) weekend;
  - ii) The Hospital agrees to limit the usage of Level B nurses to twenty percent (20%) of the Regular Part-time complement on the unit.
  - iii) To be available for work as required and assigned by the hospital during Christmas (including December 24<sup>th</sup>, December 25<sup>th</sup> and 26<sup>th</sup>) or New Year's (including December 31<sup>st</sup> and January 1<sup>st</sup>).
  - iv) To be available to work any statutory holiday that falls contiguous to a weekend that the employee is scheduled to work. If the weekend is scheduled off, the employee will be scheduled off on the statutory holiday.

The list of incumbents in the status of RPT B, is set out in a Letter appended to this agreement.

- (c) Prior to the schedule being posted, all Regular Part-Time Commitment Level A employees in a unit will be scheduled up to their committed hours by seniority and then Commitment Level B employees will be scheduled up

to their committed hours by seniority before any casual part-time employees are utilized.

- (d) When Regular Part-Time Commitment Level A and Commitment Level B employees on the unit have been given the opportunity to work up to their commitment, the Hospital will then offer additional hours to all Regular Part-time employees on the unit on an equitable basis prior to offering tours to casual employees, subject to the following:
- i) Employees who wish to be considered for additional tours 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 employee accepts an additional tour, they must report for that tour unless arrangements satisfactory to the Hospital are made;
  - v) Provided they are qualified, employees may submit their availability to work additional tours to more than one unit. If working such time would result in premium payment, the nurse must indicate this in advance in order to receive the payment. Once the schedule is posted and the commitment has been fulfilled nurses shall be able to submit availability to other units. However, the nurse can be scheduled only one week in advance for a shift on a unit other than her home unit.
  - vi) A nurse who is scheduled to work the weekend of a statutory holiday, will be offered the statutory holiday first, in the event that work becomes available after the schedule is posted.
  - vii) Where a regular part-time employee has had a scheduled tour cancelled and a need arises whereby the Hospital intends to call an employee in for the same cancelled tour, the Hospital will endeavour to give the regular part-time employee who had the tour cancelled the first opportunity to work that call-in shift. The offer is made when the call is placed.
- (e) The hospital will endeavour to schedule such that employees will not be required to change tours more than once per week.
- (f) Day tours will be scheduled equitably among the Regular Part-Time employees unless otherwise requested by the employee.
- (g) Should an employee be required to work three (3) weekends in a row, then time and one-half (1½) shall be paid for the third (3<sup>rd</sup>) and subsequent weekend(s) save and except where:

- i) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) Such employee has requested weekend work; or
  - iii) Such weekend is worked as a result of an exchange of shifts with another employee.
- (h) It is understood and agreed that the Hospital shall schedule employees to work taking into consideration their stated preference and taking into account the operational needs of the unit.

(i) Innovative Schedule - Tours of less than 7.5 hours

Where a part-time employee(s) is scheduled to work less than a normal tour (7.5 hours), Article G-4, where applicable, applies except as amended by the following:

- i) Tours of less than 7.5 hours will not be used as part of the normal scheduling on any unit without the agreement of the Union.
- ii) On units where 7.5 hour tours are scheduled the Hospital will keep the number of tours comprised of less than 7.5 hours to a minimum. There shall be an equitable distribution of tours of less than 7.5 hours among the regular part-time employees in the unit.
- iii) No part-time employee will be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period, except where such arrangement is mutually agreed between the Hospital, Union and the employee.
- iv) Employees working tours comprising of less than 7.5 hours, shall not be scheduled to work more than seven (7) consecutive tours.
- v) A tour of less than 5 hours will consist of one fifteen (15) minute paid break.

(j) Casual Availability

- i) Casual employees will declare on a monthly basis their availability for work the next six (6) week period.
- ii) A casual employee who declares themselves available for work shall notify the Hospital as soon as a change in circumstances become known.
- iii) Regular Part-time Nurses who do not incur an overtime premium will be called or scheduled to work before a Casual Nurse is called to work on their respective unit.

## G.5 Extended Tours

Pursuant to Article 13 of the Collective Agreement the parties agree to adhere to the following process when implementing ten (10) Hour and Twelve (12) Hour Extended Tours.

- (a) Extended tours shall be introduced into any unit when:
  - (i) Seventy-five percent (75%) of the votes cast by employees affected so indicate by secret ballot; and
  - (ii) The Hospital agrees to implement the extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.
  - (iii) Where it is determined that extended tours will be implemented, the schedule will be posted in accordance with Article G-2(a).
- (b) Extended tours may be discontinued in any unit when either party states its intention to discontinue the extended shift schedule:
  - (i) Seventy-five percent (75%) of the votes cast by employees affected so indicate by secret ballot; or
  - (ii) The Hospital because of
    - A) adverse effect on patient care, or
    - B) inability to provide a workable staffing schedule, or
    - C) the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (c) When notice of discontinuation is given by either party in accordance with (b) above, then:
  - (i) the parties shall meet within two (2) weeks of giving of notice to review the request for discontinuation; and
  - (ii) where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended.
- (d) The Hospital shall schedule full-time employees working ten (10) hour or eleven and a quarter (11.25) hour tours every second weekend off. Should the employee work the second weekend, they will be paid in accordance with Article 14.03 for the second and all subsequent consecutive weekends worked until a weekend off is scheduled except where:
  - i) Such weekend has been worked by an employee to satisfy specific days off requested by such employee, or
  - ii) Such employee has requested weekend work, or

- iii) Such weekend worked is the result of an exchange of tours with another employee.

G.6 Innovative Schedule - Scheduling For Twelve (12) Hour Extended Tours Excluding (2D2N & 2D2E)

- (a) The hours of work for employees working twelve (12) hour extended tours shall be averaged over a specified period of time [i.e. 225 hours in a six 6-week period or twenty (20) twelve (12) hour tours in a six (6) week period].
- (b) Employees will not work more than three (3) consecutive tours. If an employee works more than three (3) extended tours in a row, the employee will receive premium pay in accordance with article 14.03.
- (c) Where employees rotate tours, the Hospital shall endeavour to schedule fifty percent (50%) of work time on the day tour and fifty percent (50%) on the other tour or tours.
- (d) An employee will not be required to change tours of duty more than once during a week, unless otherwise agreed.
- (e) Seven (7) days off will be scheduled in each two (2) week pay period for each full-time employee.
- (f) A minimum period of twelve (12) consecutive hours off shall be scheduled between tours of the same definition.
- (g) A period of forty-eight (48) hours shall be scheduled following the completion of night tours when changing to day tours in accordance with the posted schedule unless otherwise mutually agreed between the employee and their Clinical Services Manager/designate.
- (h) There will be no split shifts scheduled.

G.7 Innovative Schedule - 2 Day 2 Night (2D/2N) or 2 Day 2 Evening (2D/2E) Rotations

- (a) When the Hospital and the Union agree, the 2D 2N or 2D 2E extended tour schedule may be instituted when seventy-five (75%) percent of the votes cast by employees on a particular nursing unit have so indicated by secret ballot. The vote will be conducted jointly by the Hospital and the Union. Both parties will participate in the count.
- (b) When less than seventy-five (75%) percent of the votes cast by employees on a particular nursing unit vote, as outlined in paragraph 1, in favour of the 2D 2N or 2D 2E extended tour schedule by secret ballot, the parties may agree to implement a combination 2D 2N or 2D 2E extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular Unit.
- (c) The seventy-five (75%) percent figure above may be varied by mutual agreement between the parties.

- (d) At any formalized meeting with the Employer to discuss the 2D 2N or 2D 2E schedule, a member of the Scheduling Committee will be in attendance.
- (e) The 2D 2N or 2D 2E schedule may be discontinued in any unit when:
  - (i) Seventy-five percent (75%) of the votes cast by employees affected 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 state 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;
  - (iv) Both parties will participate in the count.
- (f)
  - (1) All schedules will be done on the basis that each full-time employee will be scheduled for 1950 hours per year.
  - (2) 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 (5<sup>th</sup>) and subsequent day until a day off is scheduled.
    - (i) A minimum period of twelve (12) consecutive hours off shall be scheduled between tours of the same definition.
    - (ii) A period of forty-eight (48) hours off shall be scheduled following the completion of night tours when changing to day tours in accordance with the posted schedule unless otherwise mutually agreed between the employee and their Clinical Services Manager/designate.
- (3) There will be no split shifts scheduled.

G.8 Innovative Schedule - Scheduling for Ten (10) Hour Extended Tours

- (a) For employees working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37 ½) minutes of unpaid mealtime.
- (b) Employees 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.
- (c) Employees shall not be scheduled to work more than four (4) consecutive 9.375 hour tours. Should an employee be scheduled more than four (4) consecutive tours, she shall be paid in accordance with Article 14.03 for all hours worked on the fifth and all subsequent tours until a day off is scheduled.
- (d) At least fourteen (14) hours' time off will be scheduled between tours.

G.9 Scheduling of Overtime Tours

When an overtime tour is available it will be offered as follows:

- (a) full-time from the unit by seniority who have indicated their availability and who are in the same classification;
- (b) regular part-time from the unit by seniority who have indicated their availability and who are in the same classification;
- (c) casual part-time from the unit by seniority who have indicated their availability and who are in the same classification.

G.10 Master Schedules

Revisions to any master schedule shall be brought to the Scheduling Committee to ensure the schedule complies with the Collective Agreement. Master schedules on a unit may be changed if sixty-six percent (66%) of the nurses directly affected so indicate by secret ballot conducted jointly by the hospital and the union.

G.11 Job Sharing

- (a) Where a desire is expressed by either party to introduce job sharing, the Hospital and Union agree to meet and discuss the introduction of job sharing.
  - (i) Where the job sharing arrangement arises out of the filling of a vacant position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

Job Sharing requests with regard to full-time positions shall be considered on an individual basis. An incumbent full-time employee wishing to share their position, may do so subject to the approval of the Clinical Services Manager without having their half of the position posted. The other half of the job sharing position will be posted and selection will be based on the criteria set out in the Collective Agreement.

- (ii) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) employees and the Clinical Services Manager.
- (iii) The above schedules shall conform with the scheduling provisions in this Collective Agreement.
- (iv) Job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work and the paid holidays shall be distributed equitably between the job sharers.
- (v) It is expected that both job sharers will cover each other's short term sick leave and vacation. If the job sharer is unable to meet the above commitment, exemptions to this requirement will be made providing that the nurse notifies the Clinical Services Manager in writing. Such exemptions will not be unreasonably denied.
- (vi) If one of the job sharers leaves the arrangement, their 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 employee will have the option of continuing the full-time position or revert into an available part-time position for which they are qualified. If they do not continue full-time, the position must be posted in accordance with the Collective Agreement. Article 10 of the Central Collective Agreement will apply if the nurse cannot be placed into a part-time position.

(b) Discontinuation

Either party may discontinue the job sharing arrangement with sixty (60) days' notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary. In the event of discontinuation, the incumbent job sharers shall revert to regular part-time status.



## G.12

Standby

- (a) The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.
- (b) Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby by mutual agreement at the unit level.
- (c) Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments with the mutual consent of the nurses involved, where submitted in writing or submitted through the electronic scheduling system, and approved by the Clinical Services Manager or designate. Requests for changes to the posted schedule shall not result in premium payment.
- (d) A full-time employee will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the employee and the Hospital.
- (e) Employees scheduled on standby will be provided with pagers. The pagers will be returned by the employees to the Hospital on the next scheduled day of work.
- (f) The Hospital will make available a sleep/rest area for nurses scheduled on standby.
- (g) Where an employee has been called in from standby and worked the hours after 2400 hours, such employee will not be required to work the day shift unless they do so by mutual agreement between the employee and Hospital. Should the employee choose not to work the day shift, they shall be granted time off without pay, or they may choose to use lieu time or vacation.
- (h) An employee who is called in to work and:
  - i) works a minimum of four hours; and
  - ii) works to 0330 hours or beyond; and
  - iii) is scheduled for the next shift, will be permitted leave with regular pay for that part of their next scheduled shift to allow a minimum of eleven (11) hours between the end of the call-back shift and the commencement of work on the regularly scheduled shift.
- (i) A nurse called into work while on standby must report to the Hospital within timelines as determined by the unit.

(j) Telephone Standby

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

For each telephone consultation, the nurse will track the duration of the consultation which shall be logged and accumulated over a two (2) week pay period. The Employer will pay the employee for a call back from standby that does not require the employee to leave their home at the rate of one-quarter (1/4) hour paid at the rate of time and one-half (1 ½) per call in increments of one-quarter (1/4) hour. This amount will be paid in addition to the on-call premium for the hours performing on-call duty.

G.13 Reassignment

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 in accordance with the provisions of the Central Collective Agreement. This assignment will be from the employee's home unit to any other required by the Hospital.

Requests for vacation, lieu day or leave of absence on a unit requiring a nurse to be reassigned will be considered after consultation with the Clinical Services Manager or designate (Access and Flow).

Where nurses are reassigned for a partial or single shift to meet patient care needs at the hospital, the reassigned employee will identify, to the Clinical Services Manager or designate, their skills, abilities and limitations in relation to duties required on the receiving unit.

When it is necessary to reassign staff from one unit to another, patient care requirements are the first priority. Reassignments will first be offered on a voluntary basis. In the event there are no staff employees who volunteer to be reassigned, nurses will be reassigned in the following manner:

- (a) Clinical Resource Team (float pool) starting with the most junior;
- (b) Casual nurses starting with the most junior;
- (c) Regular part-time nurses starting with the most junior;
- (d) Full-time nurses starting with the most junior.

Nurses who are in their probationary period will not be reassigned.

It is further understood that the Hospital will normally cancel or reassign agency employees before reassigning employees.

G.14 Agency Reporting

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

- (a) Agency nurse hours worked per unit;

- (b) Total agency nurse hours worked hospital wide;
- (c) Total bargaining unit hours worked per unit;
- (d) Total bargaining unit hours worked hospital wide.

G.15 Shift Cancellation

In the event of the need to cancel a shift on a unit such cancellation shall be done in the following order on the unit:

- (a) Nurses from an Agency, in an order determined by the Hospital;
- (b) Nurses at premium pay, by reverse order of seniority;
- (c) Volunteers to take time off, (e.g. Vacation, lieu time, unpaid leave of absence or combination), by order of seniority;
- (d) Casual nurses, by reverse order of seniority;
- (e) Regular part-time nurses, by reverse order of seniority;
- (f) Full-time nurses, by reverse order of seniority.

**ARTICLE H – LIEU TIME FOR OVERTIME**

- H.1 (a) Where an employee has worked and accumulated approved hours as per article 14.09, such time off shall not accumulate in excess of thirty-seven and one-half (37.5) hours in a fiscal year and must be taken within one hundred and twenty (120) calendar days of accrual. Such time off to be scheduled at a mutually agreeable time.

(b) Predetermined Recognized Closures and Partial Closures

The parties agree that there are times when William Osler Health System will decide on closures of certain units throughout the year. The parties agree that during these predetermined recognized closures, the employees on these units will be given the choice of banking any overtime required to meet the duration of the specific closure over and above the amount set forth in Article H.1 (a) for the sole purpose of being paid from this banked time during the closure. If the employees choose to bank their overtime over and above the amounts set forth in Article H.1 (a), it is understood that they have accepted the short term layoff for the duration of the closure.

**ARTICLE I - VACATIONS**

- I.1 (a) The vacation period shall be from June 1<sup>st</sup> until May 31<sup>st</sup> of the following year.
- (b) Vacation earned as of May 31<sup>st</sup> of the vacation year should be used by May 31<sup>st</sup> of the next vacation year.

- (c) Employees may carry over a maximum of seventy-five (75) hours from a previous vacation year.
  - (d) Employees may request additional carryover of vacation in exceptional circumstances.
  - (e) Vacation requests must be submitted in writing twice per year within the following deadlines:
    - i) March 1<sup>st</sup> for the period of June 15<sup>th</sup> to December 17<sup>th</sup> vacation request will be approved/denied by April 1<sup>st</sup> of each vacation year at which time the employees will be notified.
    - ii) October 1<sup>st</sup> for the period December 18<sup>th</sup> to June 14<sup>th</sup> vacation requests will be approved/denied by November 1<sup>st</sup> at which time the employees will be notified.
    - iii) Vacation requests during the Christmas period of December 18<sup>th</sup> to January 10<sup>th</sup> will only be considered after the October 1<sup>st</sup> deadline, approved/denied by October 15<sup>th</sup> and will take into account the efficient operations of the unit.
  - (f) All vacation requests that are submitted by these deadlines will be approved on a seniority basis.
  - (g) Vacation requests made after the deadline dates stipulated in I.1 (e) i) and ii) will be approved on a first come first served basis. The Employer will respond within two (2) weeks of the receipt of such requests.
- Notwithstanding the above, all requests submitted within the following timeframes, October 2<sup>nd</sup> to October 31<sup>st</sup> and March 2<sup>nd</sup> to March 31<sup>st</sup> will be approved by the 15<sup>th</sup> of the following month.
- Such requests will not be unreasonably denied.
- (h) It is understood and agreed that the Hospital will give consideration to full-time and regular part-time employee's preferences to the time of vacations. In the event of a conflict between employees, the principle of seniority will apply. The Hospital must, however, reserve the right to the final decision as to the scheduling of vacations subject to the need to meet the operating requirements of the Hospital. Requests for vacation will not be unreasonably denied.
  - (i) Part-time – regular part-time employees will receive unpaid time off for the purposes of vacation on an annual basis in accordance with Article 16.06 and subject to the vacation scheduling regulations of the hospital. Payroll records will document such unpaid vacations, when it is taken.
  - (j) All part-time employees will receive vacation pay in a lump sum for the period June 1<sup>st</sup> to May 31<sup>st</sup> each year on the first pay in June.

- (k) It is understood that in situations where employees have not submitted their annual vacation entitlement request for the vacation year by October 1<sup>st</sup>, the employee will be notified of this by their Clinical Services Manager/designate. Such employee will have two (2) weeks to submit their vacation requests for vacation time to be taken prior to the start of the next vacation year. If the vacation request is still not submitted it will be scheduled by the Clinical Services Manager/designate.
- (l) Vacation in the peak summer period that is requested prior to the deadline must be requested in weeklong blocks, otherwise single vacation days may be requested and approved. Vacation may commence on any calendar day of the week. This will be counted as a full week's vacation, regardless of the number of vacation hours used to achieve the week off.
- (m) During the period from June 15<sup>th</sup> to September 15<sup>th</sup>, when there is remaining vacation time available in the period set out above and in accordance with vacation submission requirements, employees may request additional vacation time off until all summer vacation weeks are occupied.
- (n) Nurses will not be approved for more than two (2) weeks of vacation from June 15<sup>th</sup> to September 15<sup>th</sup> unless operationally possible. Additional weeks would also be approved by seniority.

If two or more nurses with the same seniority request the same vacation, the Clinical Services Manager will approach the nurses in an attempt to renegotiate the request. If there is no resolution the Clinical Services Manager will put the nurses' names in a container and draw a name. The affected nurses will be in attendance during the draw. The nurse's name who is drawn will get the vacation requested. The nurse(s) whose name(s) was/were not drawn will have the opportunity to submit her/his/their new vacation request before less senior nurse(s)' vacation request is considered.

- (o) A request to cancel an approved vacation must be submitted in writing to the Clinical Services Manager or designate. The final decision will be based on operational needs. Approved vacation will not be cancelled once the schedule is posted.

Shifts on the posted schedule will not be changed or cancelled to restore or accommodate the nurse who had approved vacation but no longer requires said vacation. Once schedules are posted, if a nurse no longer desires their approved vacation, they may make themselves available to pick up tours. If tours are not available then the nurse will remain on vacation.

## **ARTICLE J – PAID HOLIDAYS**

J.1 (a) The parties agree that the list of twelve (12) fixed holidays will be:

New Year's Day (Jan. 1 <sup>st</sup> )	Canada Day (July 1 <sup>st</sup> )
3rd Monday in February (Family Day)	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day (Dec. 25 <sup>th</sup> )
2 <sup>nd</sup> Monday in June	Boxing Day (Dec. 26 <sup>th</sup> )

The parties agree that there is no obligation to pay premium for more than one (1) day notwithstanding Provincial or Federal government designation of an alternative date.

(b) **8-Hour Tours**

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

(c) **12-Hour Tours**

An employee working on an extended tour on a paid holiday will be paid according to Article 15 of the Central Agreement for actual hours worked on the paid holiday.

(d) **FULL-TIME ONLY**

When an employee qualifies for lieu days, such lieu day will be granted within thirty (30) days before or sixty (60) days following the date on which the holiday is observed. Lieu days will be scheduled at a mutually agreeable time between the employee and their Clinical Services Manager. Requests will not be unreasonably or arbitrarily denied. Lieu time may be banked to use in areas where closures are planned. For all other areas, lieu days that are not taken in this timeframe will be automatically paid out.

## **ARTICLE K – MISCELLANEOUS**

K.1 (a) Any discrepancies on pay cheques shall be corrected as soon as it is administratively possible.

(b) The regular pay day shall be every other Friday.

K.2 (a) Postings shall stipulate the job qualifications, the program to which the position is assigned, the shift or shifts normally assigned and the usual hours of work.

(b) Temporary Full-time Vacancies

In accordance with Article 10.07 (d) of the Central Collective Agreement, if the temporary vacancy is not filled by a regular part-time nurse or casual, full-time employees may be then considered for temporary full-time vacancies, including vacation coverage, on the same basis as regular part-time or casual employees. Such full-time employees will continue to be classified as a full-time employee and covered by the provisions relating to full-time employees.

(c) Notice to Unsuccessful Job Applicants

The Hospital will notify unsuccessful job applicants in writing, or electronically, prior to posting the name of the successful candidate and copy the Union.

K.3 Absence Reporting

Except in an emergency, a nurse who is unable to report for work shall notify the Clinical Services Manager/designate of this at least four (4) hours prior to the commencement of the evening or night shift, and at least one (1) hour prior to the commencement of the day shift.

Nurses who have been absent from work must notify their Clinical Services Manager/designate of their intention to return to work or not for the next shift a minimum of twelve (12) hours in advance of their next scheduled shift in the case of the day shift and six (6) hours in advance in the case of evening and night shift, except in cases where documentation has been provided and approved by Occupational Health for ongoing absences.

Any required medical information will be communicated to the occupational health department.

In the event a nurse fails to provide notification as above, and a replacement is arranged, the nurse may be denied the opportunity to work.

K.4 Retiree Benefits – Process for Payment

Any full-time bargaining unit employee who retires and wishes to continue participating in the benefit plans as outlined in article 17.01(h) and 17.01 (i) will provide a void cheque and payments will be deducted monthly through a preauthorized withdrawal process.

**ARTICLE L – MODIFIED WORK AND EARLY AND SAFE RETURN TO WORK**L.1 Information to the Union

- (a) The Hospital will provide the Bargaining Unit President, or the President's designate, for each month, within 15 calendar days following the end of the month with:

- i) Employees who have been absent due to disability for more than thirty (30) calendar days; and
  - ii) Employees who have been absent due to disability for more than twenty-three (23) months; and
  - iii) Employees who are in receipt of Long Term Disability benefits; and
  - iv) Employees who are permanently accommodated in the ONA bargaining unit; and
  - v) Employees who have reported an occupational illness or injury during the month; and
  - vi) Employees who were on a temporary accommodation or modified work program.
- (b) In addition a copy of a WSIB's Employer's Report of Injury/disease – Form 7, will be provided to the Bargaining Unit President at the same time as it is submitted to the Board.
- (c) The Hospital will provide the designated members of the Return to Work Committee the following information:
- i) Employees who have been identified as requiring temporary modified work; and
  - ii) Employees who have been identified as requiring permanent accommodation.

## L.2 Return to Work Committee

The Hospital will recognize the Union's designated Return to Work Site Representative(s) along with the Bargaining Unit President or designate as members of the Return to Work Committee. The Union will notify the Hospital of any changes to the designated representatives.

The Hospital and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful, and physically and psychologically safe for them, and valuable to the Hospital, and to meeting the parties' responsibilities under the law.

To that end, the Hospital and the Union agree to cooperate in facilitating the return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants is essential to the success of the process. For the purposes of expediting communication, the Hospital and the Union agree that participants will use electronic communication where available.

The committee will develop and recommend strategies to ensure the safe and timely integration of accommodated workers back into the workplace consistent



with the *Ontario Human Rights Code* and the processes set out in Article L.4 (d) and (h).

### L.3 Temporary Accommodation or Modified Work

- (a) A disabled employee who has been approved to return to work, by their attending medical practitioner, either full duties or modified is required to submit an Attending Physician Statement (APS) to the Occupational Health Department. The APS is to be provided to the Occupational Health Department as soon as possible following receipt of the documentation. Where this documentation is submitted after 1600 hours or on a weekend, the employee will also notify their Clinical Services Manager or designate of their ability to return to work.
- (b) The Hospital will notify, and where necessary meet, a Union Representative about an employee's return to safe and suitable temporary work.
- (c) For the purposes of expediting communication the Hospital and the Union agree that participants will use electronic communication where available.
- (d) Where necessary, as soon as practicable, the Union or their designate will meet with the affected employee and representative(s) from the Hospital to create an accommodation/return to work plan. The accommodation/return to work plan will either be signed by the parties or confirmed through email.

Note: Where the Employee is from the CRT (Clinical Resource Team) the Hospital will identify a Position/Unit for purposes of returning the nurse to work.

- (e) The parties agree that they will raise concerns with individual accommodation/Return to work plan(s) at the monthly Return to Work meeting.

### L.4 Permanent Accommodation

- (a) A disabled employee who has been approved to return to work, by their attending medical practitioner, with permanent restrictions and/or limitations is required to submit an Attending Physician Statement (APS) to the Occupational Health Department. The APS is to be provided to the Occupational Health Department as soon as possible following receipt of the documentation.
- (b) For the purposes of expediting communication the Hospital and the Union agree that participants will use electronic communication where available.
- (c) When a returning employee is in need of permanent accommodation the Hospital will notify a designated Union Representative with the employee's restrictions and/or limitations.

- (d) The Hospital's representatives, employee and Union's representatives will meet to evaluate and assess, the individual's restrictions and limitations, the essential duties of the employee's position and accommodation needs to determine if the employee can return to the employee's:
- i) Home position;
  - ii) Home unit or department;
  - iii) Home unit/position with modifications to the work area and/or equipment and/or the work arrangement;
  - iv) Alternate positions, units, departments and sites.

Note: Where the Employee is from the CRT (Clinical Resource Team) the Hospital will identify a Position/Unit for the purposes of accommodation.

- (e) The Hospital, employee and the Union, can identify positions to consider for accommodation of the employee.
- (f) An employee in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such employee will remain on the list of employees requiring permanent accommodation until permanent accommodation has been identified.
- (g) The Union or their designate will meet with the affected employee and representative(s) from the Hospital to create an accommodation/return to work plan. The accommodation/return to work plan will either be signed by the parties or confirmed through email.
- (h) Alternative Placements
- i) Before posting, the Hospital will examine all potential vacancies to determine if they can be used to accommodate a disabled employee that cannot return to their home unit.
  - ii) If a vacancy is identified as suitable for accommodation purposes, the Hospital may recommend holding the posting and convene a meeting with Union Representatives as soon as possible to determine:
    - A. Whether the unit, after considering all factors including the number of accommodated employees in the unit, the operational needs of the unit, principles of Health and Safety in the unit, alternative resources/equipment, can reasonably accommodate an employee;
    - B. Whether the posting of the position under the collective agreement between the parties may be waived;

Note: Waiving of any job posting will require the approval of the ONA Labour Relations Officer.

- C. Whether a position outside the bargaining unit may be an appropriate position for accommodating an employee.
- iii) When the parties agree to a permanent accommodation, whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.
- iv) The home position of an employee requiring permanent accommodation may be posted under the following circumstances:
  - A. The employee is permanently accommodation in another position or arrangement.
  - B. The weight of the medical evidence establishes that there is no reasonable prospect of a return to their original position in the foreseeable future.
  - C. The employer may elect to fill the disabled employee's home position by posting a temporary or permanent vacancy
    - 1. So electing, the position will be filled in accordance with the job posting provisions of the collective agreement; the employer will note on the job posting that should the temporary position become permanent it will be offered to the incumbent without further posting.
    - 2. If and when it is confirmed that the disabled employee cannot return to their home position, the position may be offered to the incumbent on a permanent basis.
    - 3. When a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
- v) Filling of a disabled employee's home position does not remove the Hospital's duty to accommodate that employee.

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

### M.1 (a) Definition of Violence

The Employer agrees that no form of verbal, physical, sexual, racial or other abuse which may cause physical or psychological injury or that gives a person reason to believe that they or another person is at risk of physical or psychological injury will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the Clinical

Services Manager who will take every precaution reasonable to rectify the abusive situation.

(b) Violence Policies, Measures and Procedures

The Employer agrees to develop, in consultation with the joint health and safety committee or health and safety representative, formalized explicit policies, measures and procedures and training to deal with violence. The policy will address the prevention of workplace violence, the management of violent situations, and support to employees who have faced violence. The policy, measures and procedures shall be part of the employer's health and safety program and shall be made available to employees at all times. All employees shall receive training on the employer's violence policy, measures and procedures.

Prior to implementing any changes to these policies, measures and procedures and training the employer agrees to consult with the Union and the Joint Health and Safety Committee.

The employer agrees to conduct initial and ongoing risk assessments of the workplace in consultation with the Joint Health and Safety Committee. The employer will provide a written copy of the risk assessments to the Joint Health and Safety Committee.

(c) Notification to the Union

The Hospital will notify the JHSC and Union of all incidents related to violence in accordance with the Occupational Health and Safety Act and its Regulations.

(d) Training

The Employer agrees to provide education, training, information and instruction, developed in consultation with the JHSC, on the violence prevention and harassment policies, measures, procedures and programs, and on prevention of violence to all employees. The training will be updated on an annual basis for all employees.

(e) Damage to Personal Property

When an employee, as a result of a workplace incident, suffers damage to her or his personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.), the Employer shall provide for replacement or repair at no cost to the employee. The employee will endeavour to present their claim to the Employer within seven (7) days after the event, unless it was impossible for them to do so during this period.

**ARTICLE N – ELECTRONIC GRIEVANCE FORMS**

- N.1 The parties agree to use the electronic version of the O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement.
- N.2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- N.3 Electronic grievances may be sent, via e-mail, to the applicable Clinical Services Manager and copied to Human Resources, or the identified designate.
- N.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- N.5 The Union undertakes to get a copy of the electronic version signed by the Grievor.
- N.6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

**ARTICLE O – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS**

- O.1 The parties agree to use the electronic version of the ONA/Hospital Professional Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Hospital Central Agreement.
- O.2 The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
- O.3 Electronic PRWRFs may be sent, via e-mail, to the applicable Clinical Services Manager or designate.
- O.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- O.5 The Union undertakes to get a copy of the electronic version signed by the employee(s).
- O.6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee as per Article 8.01.

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

- P.1 The Hospital will ensure the Nurse Practitioner/RNEC will be scheduled a minimum of one thousand nine hundred and fifty (1,950) hours in a calendar year. A normal workweek shall consist of thirty-seven and one half (37.5) hours.

P.2 The Nurse Practitioner/RNEC will self-schedule and due to the nature of the work there will be flexible scheduling of hours in accordance with their workload. The Nurse Practitioner/RNEC will adjust their schedule to compensate for the variations in that load. Such flexible schedule will not result in premium pay under the scheduling provisions contained at Appendix 5 of the collective agreement.

P.3 Collaborative Practice Agreement for Nurse Practitioner

Collaborative Practice Agreements (CPAs) for Nurse Practitioners will not be inconsistent with the terms of the collective agreement. A copy of all individual CPAs will be provided to the Union upon initial agreement and renewal.

Dated at Brampton, Ontario, this 16th of February, 2021.

FOR THE EMPLOYER

FOR THE UNION

John Cox

Sandra Bearzot  
Labour Relations Officer

Samantha Lawrence

Joan McCollum

Josie Barbita

Jan Cabangon

Kim Charman

Jean Pimentel

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Vlad Estampador

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Tara West

Dina Dagenais

**LETTER OF UNDERSTANDING**

**Between:**

**WILLIAM OSLER HEALTH SYSTEM  
[hereinafter referred to as the "Hospital"]**

**And:**

**ONTARIO NURSES' ASSOCIATION  
[hereinafter referred to as the "Association"]**

**Re: Article 13.04 – Unit Weekend Worker Schedule**

---

Pursuant to Article 13.04 of the Collective Agreement, the parties agree that the Unit Weekend Worker Schedule will be implemented as follows:

Introduction and Discontinuation of Unit Weekend Worker Schedule

1. A Unit Weekend Schedule will be considered as follows:
  - (a) The Clinical Services Manager will notify the unit staff of their desire to create a Unit Weekend Schedule; or
  - (b) A Registered Nurse submits a request, in writing, to their Clinical Services Manager.
2. The Hospital shall develop a schedule that accommodates the Unit Weekend Worker schedule and further agrees to provide this schedule to the Scheduling Committee for approval prior to conducting the initial vote above. If the parties reach agreement, and the Unit Master Schedule would not be affected, then the weekend schedule will be implemented.
3. If the Unit Master Schedule would be affected by the introduction of the weekend schedule, then the Registered Nurses on the Unit will vote by secret ballot. The vote will be conducted by the Union. If eighty percent (80%) of the voting nurses indicate their willingness to have the Unit Master Schedule adjusted to accommodate the weekend worker, then the Unit weekend schedule will be implemented.
4. A vacant weekend worker position posted to accommodate the Unit Weekend Worker Schedule will be posted in accordance with Article 10 of the Collective Agreement.
5. Employees in the Unit Weekend Worker positions may discontinue the weekend schedules with sixty (60) days' notice to the Hospital. Such position will then be posted in accordance with #4 above. If there is no applicant the weekend schedule will be discontinued and the Unit will return to the method of scheduling in place prior to the introduction of the weekend worker.



- 6. Either party may discontinue the Unit Weekend Worker Schedule provided the employees affected are given at least sixty (60) days' notice of the discontinuation. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. Such discontinuation shall not be unreasonable or arbitrary.
- 7. If the Unit Weekend Worker schedule is to be discontinued, it is agreed that the unit affected will return to the scheduling method in place prior to the introduction of the weekend worker.
- 8. Should the Unit Weekend Schedule be discontinued, the employees in these positions will revert to their previous employment status.

9. Averaging of Hours

The Unit Weekend Worker Schedule shall provide a full-time employee with a weekly average of thirty (30) hours but must include two (2) 11.25 hour tours scheduled on each weekend. The remaining 7.5 hour shift shall be scheduled on a day to be mutually determined by the nurse and the Clinical Services Manager.

Dated at Brampton, Ontario, this 16th of February, 2021.

FOR THE EMPLOYER

FOR THE UNION

John Cox

Sandra Bearzot  
Labour Relations Officer

Samantha Lawrence

Joan McCollum

Josie Barbita

Jan Cabangon

Kim Charman

Jean Pimentel

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Vlad Estampador

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Tara West

Dina Dagenais

**LETTER OF UNDERSTANDING****Between:****WILLIAM OSLER HEALTH SYSTEM  
[hereinafter referred to as the "Hospital"]****And:****ONTARIO NURSES' ASSOCIATION  
[hereinafter referred to as the "Association"]****Re: Self-Scheduling Guidelines**

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The Association and the Hospital agree 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.
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 indicates a willingness to participate in self-scheduling, all nurses on that unit will be expected to participate in the test for the 6-month period.
4. Nurses participating in self-scheduling shall be responsible for scheduling their hours including paid holidays and lieu days.
5. The prepared schedules shall be submitted to the Clinical Services Manager for review and approval to ensure that appropriate nursing coverage is maintained. The approval of the prepared schedule shall not be unreasonably withheld.
6. 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. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.
7. Self-scheduling, including scheduling regulations, shall comply with all the provisions of the full-time and part-time Collective Agreement.
8. In the event that self-scheduling is continued following the test, the Hospital and the Union shall meet prior to the end of the test period in order to discuss and mutually agree upon the terms of the continuation.

Dated at Brampton, Ontario, this 16th of February, 2021.

FOR THE EMPLOYER

FOR THE UNION

John Cox

Sandra Bearzot  
Labour Relations Officer

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Tara West

Dina Dagenais

**LETTER OF UNDERSTANDING**

**Between:**

**WILLIAM OSLER HEALTH SYSTEM  
[hereinafter referred to as the "Hospital"]**

**And:**

**ONTARIO NURSES' ASSOCIATION  
[hereinafter referred to as the "Association"]**

**Re: Time Off for Bargaining Unit President**

---

The Hospital will grant a full-time leave of absence to the individual elected/appointed to the role of Bargaining Unit President in order to attend to Hospital-related union activities. The Hospital will pay the Bargaining Unit President for twelve (12) days per month of such leave. The Hospital will invoice the Union for the remaining days of each month paid by the Union.

Dated at Brampton, Ontario, this 16th of February, 2021.

FOR THE EMPLOYER

FOR THE UNION

John Cox

Sandra Bearzot  
Labour Relations Officer

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Tara West

Dina Dagenais

**LETTER OF UNDERSTANDING**

**Between:**

**WILLIAM OSLER HEALTH SYSTEM  
[hereinafter referred to as the "Hospital"]**

**And:**

**ONTARIO NURSES' ASSOCIATION  
[hereinafter referred to as the "Association"]**

**Re: Grievance Chair Leave**

---

The Hospital will grant a full-time leave of absence to the individual elected/appointed to the role of Grievance Chair in order to attend to Hospital-related union activities. The Hospital will pay the Grievance Chair for twelve (12) days per month of the leave. The Hospital will invoice the Union for the remaining days of each month paid by the Union.

Dated at Brampton, Ontario, this 16th of February, 2021.

FOR THE EMPLOYER

FOR THE UNION

John Cox

Sandra Bearzot  
Labour Relations Officer

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Dina Dagenais

**LETTER OF UNDERSTANDING**

**Between:**

**WILLIAM OSLER HEALTH SYSTEM  
[hereinafter referred to as the "Hospital"]**

**And:**

**ONTARIO NURSES' ASSOCIATION  
[hereinafter referred to as the "Association"]**

**Re: Return to Work Representative Leave (Etobicoke General and Peel Memorial Site)**

The Hospital will grant a leave of absence to one of the individuals elected/appointed to the role of Return to Work Representative for the EGH and PMC sites one (1) day every two (2) weeks in order to attend to Hospital related union activities. The Hospital and Union Local will each pay fifty percent (50%) of the cost of the leave.

Dated at Brampton, Ontario, this 16th of February, 2021.

FOR THE EMPLOYER

FOR THE UNION

John Cox

Sandra Bearzot  
Labour Relations Officer

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**LETTER OF UNDERSTANDING**

**Between:**

**WILLIAM OSLER HEALTH SYSTEM  
[hereinafter referred to as the "Hospital"]**

**And:**

**ONTARIO NURSES' ASSOCIATION  
[hereinafter referred to as the "Association"]**

**Re: Brampton Civic Site Representative/Return to Work Representative Leave**

The Hospital will grant a full-time leave of absence to the individual elected/appointed to the role of Site Representative/Return to Work Representative for the BCH site in order to attend to Hospital related union activities. The Hospital will pay the Site Representative/Return to Work Representative for twelve (12) days per month of the leave. The Hospital will invoice the Union for the remaining days of each month paid by the Union.

Dated at Brampton, Ontario, this 16th of February, 2021.

FOR THE EMPLOYER

FOR THE UNION

John Cox

Sandra Bearzot  
Labour Relations Officer

Samantha Lawrence

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Josie Barbita

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**LETTER OF UNDERSTANDING**

**Between:**

**WILLIAM OSLER HEALTH SYSTEM  
[hereinafter referred to as the "Hospital"]**

**And:**

**ONTARIO NURSES' ASSOCIATION  
[hereinafter referred to as the "Association"]**

**Re: Site Representative Leave – Etobicoke General**

---

The Hospital will grant a leave of absence for one (1) day every two (2) weeks to the individual elected/appointed to the role of Site Representative for the EGH site in order to attend to Hospital related union activities. The Hospital and Union Local will each pay fifty percent (50%) of the cost of the leave.

Dated at Brampton, Ontario, this 16th of February, 2021.

FOR THE EMPLOYER

FOR THE UNION

John Cox

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Labour Relations Officer

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Dina Dagenais



## LETTER OF UNDERSTANDING

**Between:**

**WILLIAM OSLER HEALTH SYSTEM  
[hereinafter referred to as the "Hospital"]**

**And:**

**ONTARIO NURSES' ASSOCIATION  
[hereinafter referred to as the "Association"]**

**Re: Regular Part-Time Nurses Making a Level B Commitment**

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The following regular part-time nurses made a Level B commitment as of January 13, 2015

Patrick Agbaifoh	Kashmira Patel
Hollie Ally	Cheryl Peters
Carla Daley	Stella Joan Pitcher
Elizabeth DaSilva	Ravinder Purewal
Patti Earle	Luz Roman
Frances A. Farquharson	Gloria Sandre
Chiara Ferrante	Cynthia Sarfo
Mercy Fredua-Agyemang	Alyson Shoss
Michelle Judge	Skye Graham
Gladys Newland	Mirnalini Sinmayanandan
Rosemary Varciana-Thorpe	Rosemary Munga
Lori M. Macey	Nhan Nguyen
Natalia Makeeva	Luke Offeh
Lorna Manwarren	Ewa Oswiecinska

Dated at Brampton, Ontario, this 16th of February, 2021.

FOR THE EMPLOYER

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**LETTER OF UNDERSTANDING**

**Between:**

**WILLIAM OSLER HEALTH SYSTEM  
[hereinafter referred to as the “Hospital”]**

**And:**

**ONTARIO NURSES’ ASSOCIATION  
[hereinafter referred to as the “Association”]**

**Re: Vacation Request Process**

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See also Article I for further details regarding vacation scheduling.

On February 1, or the first Monday following February 1, of each year the Hospital will post in each unit a vacation planner to facilitate the planning of vacation for the period covering the approximate six month period that includes the summer months. The exact dates for vacation period is specified in the collective agreement at Article I.

On September 1, or the first Monday following September 1, of each year the Hospital will post in each unit a vacation planner to facilitate the planning of vacation for the period covering approximate six month period that includes the winter months. The exact dates for vacation period is specified in the collective agreement at Article I.

Nurses will submit their vacation requests to their Clinical Services Manager using the electronic scheduling system where available. Where the nurse does not have access to the electronic scheduling system, email will be used. The nurse will also write their vacation request on the vacation planner, however, if there is a difference between the vacation planner and the electronic scheduling system, the vacation submitted through the electronic scheduling system will be considered accurate. The deadline for submitting vacation requests by nurses is set out in the collective agreement at Article I.

Any block of vacation requested by a nurse starting in one vacation request period and ending in the next vacation request period, will be considered in the vacation period where the request commences.

Dated at Brampton, Ontario, this 16th of February, 2021.

FOR THE EMPLOYER

FOR THE UNION

John Cox

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