

LOCAL ISSUES

Between:

MACKENZIE HEALTH
(hereinafter referred to as the "Hospital")

And:

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

Expiry: 31st March, 2020

TABLE OF CONTENTS

APPENDIX 3 - SALARY SCHEDULES 1
APPENDIX 4 - SUPERIOR CONDITIONS 3
ARTICLE A – RECOGNITION 7
ARTICLE B – MANAGEMENT RIGHTS..... 7
ARTICLE C – COMMITTEES AND REPRESENTATIVES 8
ARTICLE D – LEAVE OF ABSENCE 9
ARTICLE E – SCHEDULING REGULATIONS10
ARTICLE F – PREMIUM PAYMENT24
ARTICLE G – PAID HOLIDAYS.....24
ARTICLE H – VACATIONS.....25
ARTICLE I – MISCELLANEOUS.....27
ARTICLE J – TRAVEL28
ARTICLE K – JOB SHARING28
ARTICLE L – MODIFIED WORK29
ARTICLE M – VIOLENCE PREVENTION31
ARTICLE N – ELECTRONIC GRIEVANCE FORMS.....32
ARTICLE O – AGENCY REPORTING33
LETTER OF UNDERSTANDING - RE: ARTICLE 10.12 (C) – AGENCY NURSE USAGE34
LETTER OF UNDERSTANDING - RE:UNION OFFICE SPACE35
LETTER OF UNDERSTANDING - RE: SCHEDULING COMMITTEE36
LETTER OF UNDERSTANDING - RE:ELECTRONIC PROFESSIONAL RESPONSIBILITY
WORKLOAD REPORT FORMS.....37
LETTER OF UNDERSTANDING - RE: WEEKEND WORKER.....38
LETTER OF UNDERSTANDING - RE:NURSING RESOURCE TEAM (NRT-FLOAT NURSE) .39
LETTER OF UNDERSTANDING - RE: BANK LIEU TIME FOR CLOSURES.....40

APPENDIX 3

SALARY SCHEDULES

Classification - Registered Nurse/ RN with Temporary Registration/Diabetes Counsellor/Resource Nurse/Genetic Counsellor/Discharge Planning Coordinator

	1-Apr-18	1-Apr-19
Start	\$32.66	\$33.23
1 Year	\$32.81	\$33.39
2 Years	\$33.36	\$33.94
3 Years	\$35.00	\$35.62
4 Years	\$36.66	\$37.30
5 Years	\$38.72	\$39.40
6 Years	\$40.80	\$41.52
7 Years	\$42.89	\$43.64
8 Years	\$45.94	\$46.75
25 Years	\$46.76	\$47.57

Classification - Infection Control Practitioner

	1-Apr-18	1-Apr-19
Start	\$41.31	\$42.03
1 Year	\$41.96	\$42.69
2 Years	\$42.53	\$43.27
3 Years	\$44.52	\$45.30
4 Years	\$46.51	\$47.33
5 Years	\$48.53	\$49.38
8 Years	\$48.64	\$49.49
25 Years	\$49.49	\$50.36

Classification – Nurse Educator/Clinical Practice Leader/Wound, Skin, Ostomy Specialist

	1-Apr-18	1-Apr-19
Start	\$46.86	\$47.68
1 Year	\$47.59	\$48.42
2 Years	\$48.18	\$49.02
3 Years	\$50.42	\$51.30
4 Years	\$52.81	\$53.73
8 Years	\$52.93	\$53.86
25 Years	\$53.83	\$54.78

Classification – Geriatric Emergency Management Nurse (GEM)

	1-Apr-18	1-Apr-19
Start	\$48.66	\$49.51
1 Year	\$49.37	\$50.24
2 Years	\$51.11	\$52.00
3 Years	\$52.37	\$53.29
8 Years	\$54.75	\$55.70
25 Years	\$55.82	\$56.80

Classification – Nurse Practitioner

	1-Apr-18	1-Apr-19
Start	\$49.92	\$50.79
1 Year	\$51.93	\$52.84
2 Years	\$55.56	\$56.53
3 Years	\$59.97	\$61.02
8 Years	\$60.57	\$61.63
25 Years	\$63.36	\$64.47

APPENDIX 4**SUPERIOR CONDITIONS**1. **Regular Part-time Benefits**

Notwithstanding Article 17 of the collective agreement, the following applies to regular part-time nurses:

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible nurses in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements. It is agreed that these provisions will be maintained so as to match the benefit provisions of Article 17 of the collective agreement:

- (a) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Ontario Health Insurance Plan.
- (b) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Liberty Health Semi-Private Plan (which is comparable to the Blue Cross Plan) or comparable coverage with another carrier.
- (c) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Liberty Health Extended Health Care Benefits Plan (which is comparable to the existing Blue Cross Extended Health Care Benefits Plan) or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the nurses through payroll deductions. In addition to the standard benefits, coverage will include hearing aids (maximum \$500/person); vision care (maximum \$400 every 24 months with ability to use coverage for laser surgery); and Drug Formulary 3.

In addition to the above vision care shall include one eye exam per insured person every 24 months.

Extended Health Care benefits includes chiropractic, massage therapy and physiotherapy (maximum of \$350/insured person annually for each of chiropractic and physiotherapy, maximum of \$400/insured person annually for massage therapy).

Effective April 1, 2013 Extended Health Care benefits includes chiropractic, massage therapy and physiotherapy coverage (maximum of \$400/insured person annually for chiropractic, massage therapy and physiotherapy for each service).

Effective April 1, 2013 coverage will include hearing aids maximum \$500/person every thirty-six (36) months.

Reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest prices therapeutically equivalent of the generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

- (d) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible nurses in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect. For regular part-time nurses the amount of the insurance is \$20,000. Such insurance shall include benefits for accidental death and dismemberment in the principle amount equal to the amount of the Group Life Insurance to which the nurse is entitled.
- (e) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Hospital under the Liberty Health Dental #9 Dental Plan (which is comparable to the Blue Cross #9 Dental Plan) or comparable coverage with another carrier; based on the current ODA fee schedule and provide for recall oral examination to be covered once every nine (9) months (adults only); complete and partial dentures at 50/50 co-insurance to \$1000 maximum per person annually; add Blue Cross Rider #4 – (Crowns, bridgework and repairs to same) at 50/50 co-insurance to \$2000 maximum per person annually effective April 1, 2011; and orthodontics 50/50 co-insurance with \$2000 maximum per insured lifetime providing the balance of the monthly premiums are paid by the employees through payroll deductions.
- (f) The provision of these benefits will be limited to the nurses listed below and the parties agree that no other part-time nurses are or will be entitled to benefit coverage:

ANNICA	ALI
BINDU	ANTONIADIS
IRINA	AVOULOV
ANJALI	BAWEJA
MIHAELA	BENEDEK
DELMY	BIDART
LAURA	BUTLER
ZAHRA	CHALIAN
MIRELLA	COSTA
NORMA	CROWTHER
ALEKSANDRA	DANSHINA
MICHELLE	DARBY-STRELIOFF
MARY-MARGARET	DAWSON

CLAUDETTE	ESGUERRA
TALIA	FREEMAN
AMIR	GHASEMINIA
SHELBY	GLAZIER
PATRICIA	HALL
KEIJI	HAYASHI
BEHNAZ	HEIDARI
IRENE	HON
VICKY	KARMI
MAY	KHOJA
MAUREEN	LAWSON
ELIZABETH	LEE
IRENA	LEVITIN
VALERIE	LUFF
ISMAHAN	MOHAMED
MARJANEH	MOTAMEDI
RIO	OBERES
THERESA	OH
MAUREEN	PEARLMAN
SANDY	ROGERS
SHARAREH	SADEGHI
ROYA	SADEGHI-TABARI
REEJA	SAM
MARINA	STOLPER
SLAVKA	VUJIC
LAUREL	WALTERS
JEN-MIAO	WANG
DEBORAH	WRIGHT
DEKA	YUSUF

All other part-time nurses will receive payment of percentage in lieu as provided for in the collective agreement.

- (g) The part-time nurses listed above shall receive biweekly payment of 2.5% of gross earnings in lieu of paid holidays.
- (h) The provisions for benefit coverage for the named part-time nurses shall remain in effect only to the extent that the nurses maintain their current regular part-time status or elect to opt out of this benefit coverage. In the event a nurse changes status to either the full-time or casual part-time classifications, or opts out of this benefit coverage, this benefit coverage will cease to apply, not to be reinstated except as provided for in the collective agreement, and the percentage in lieu of benefits provisions of the collective agreement shall apply.

- (i) The superior condition of the collective agreement expiring March 31, 2011 shall remain in effect until February 1, 2012.

2. Paid Education

York Central Hospital recognizes staff's commitment to life long learning through providing paid education days to attend approved courses and workshops.

Eligibility:

All permanent full-time, part-time and job sharing staff who have successfully completed their probation are eligible for paid education days for attendance at courses and workshops that are directly related to current/future career goals at York Central Hospital. A staff member must submit to their Director for pre-approval of the paid education day.

Full-time, Permanent Part Time and Job-Sharing Staff are eligible for 1 day paid education.

ARTICLE A – RECOGNITION

- A.1 The Hospital recognizes the Union as the sole and exclusive bargaining agent of all Registered Nurses and Nurses with a temporary certificate of registration employed in a nursing capacity at Mackenzie Health save and except Nurse Managers, persons above the rank of Nurse Managers, Occupational Health Nurse, Clinical Nurse Specialists and persons in positions for which another trade union held bargaining rights as of March 29, 2006.
- A.2 The word “employee” when used throughout this Agreement shall refer only to persons included in the above bargaining unit.
- A.3 The word “Union” when used throughout this Agreement refers to the Ontario Nurses' Association.

ARTICLE B – MANAGEMENT RIGHTS

- B.1 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer except as specifically limited by a provision of this Agreement and, without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the patients at the Hospital.
 - (b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations.
 - (c) To hire, transfer, lay-off, schedule, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
 - (d) To have the right to plan, direct, and control the work and direction of employees and the operation of the Hospital. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules and methods of doing the work, the combining or splitting up of departments/units/areas, and the increases or reduction of staff in a particular area or on the whole.
- B.2 The Employer will exercise these rights in a manner consistent with the Collective Agreement.

ARTICLE C – COMMITTEES AND REPRESENTATIVES

C.1 Representatives

- (a) There will be no more than eighteen (18) representatives.
- (b) In February and September of each year the Union shall supply the Hospital with an up-to-date listing of all Union Representatives and the areas they represent. In addition, the Union will advise the Hospital of any changes to this listing as they occur.
- (c) The Hospital shall notify the Union in writing of the name of Employer representatives and/or committee members and the managers and where they may be located as well as the effective date of their respective appointments.
- (d) The Hospital will post lists of executive members of the Union and the Committee representatives on the bulletin board.
- (e) A nurse employed in an area that has no Union Representative available may have the assistance of a Union Representative from another area. If a regular Union representative is not available, a Union representative from another area may be utilized.

C.2 Grievance Committee

The Grievance Committee shall have four (4) bargaining unit members. When a regular member is not available, she/he may be replaced by an alternate member who is appointed by the Union.

When members of the Grievance Committee are scheduled to work other than the day shift on a day of second step grievance meeting, the Employer will endeavour to reschedule to the day shift where operationally feasible.

C.3 Hospital-Association Committee

The Hospital-Association Committee shall be composed of up to three (3) Union members with equal representation from the Hospital. When a regular member is not available she/he may be replaced by an alternate. Any other person may attend by agreement of the parties.

C.4 Negotiating Committee

The Negotiating Committee shall have four (4) bargaining unit members.

C.5 Professional Development Committee

The Committee shall have no more than three (3) bargaining unit representatives.

C.6 Union Interview

- (a) The union interview shall be scheduled during the Hospital's general Orientation period attended by the newly hired nurse provided the orientation occurs within one (1) month of the nurse's date of hire.
- (b) The Hospital shall provide the Bargaining Unit President with the annual schedule of planned Orientation sessions. The Bargaining Unit President and the Hospital shall schedule the interview at a mutually agreeable time.
- (c) The Hospital will provide the Bargaining Unit President, in advance, a list of the nurses attending.

ARTICLE D – LEAVE OF ABSENCE

D.1 Union Leave

Leaves of absence for Union business will be granted pursuant to the following:

- (a) Leave of absence for Union business shall be granted, once approved by the Bargaining Unit President, for a total of one hundred and fifty (150) days for both Full Time and Part Time Nurses in the Bargaining Unit. The Union will provide the Hospital with four weeks written notice of the leave except in emergency situations. The Hospital will grant Leave for union Business to one nurse from any one Unit and will not unreasonably deny the request.

When the Local Coordinator works in the Bargaining Unit, the leave of absence time for Union business requested by the Local Coordinator will not be included in the aggregate days, as per the above one hundred and fifty (150) days.

- (b) The Hospital will recognize the Bargaining Unit President as the senior representative for the Union and will provide the Bargaining Unit President with paid leave (37.5 hours) per month. This salary is in lieu of all time spent preparing for and/or attending meetings with the employer, not otherwise covered by the collective agreement.

The scheduling of the above hours will be negotiated between the Local President and the Unit Manager involved.

The President will accrue full service and seniority during this time, and this time will be deemed as work time. The Hospital will not require the President to attend meeting(s) after working the night shift.

D.2 Pre-Paid Leave Plan

The number of nurses that may be absent at any one time shall not exceed ten (10) employees and not more than one (1) nurse per unit.

ARTICLE E – SCHEDULING REGULATIONS

E.1 GENERAL SCHEDULING PROVISIONS FOR 7.5 HOUR TOURS AND EXTENDED TOUR

The following guidelines have been established for the formulation of schedules by the Hospital:

- (a)
 - i) Work schedules to be posted four (4) weeks in advance to cover a six (6) week period.
 - ii) Schedules shall be posted as soon as possible on the day of posting. Schedules will not be changed once posted without the employees' consent.
 - iii) Requests for specific days off shall be submitted in writing at least two weeks in advance of the day on which the schedule is to be posted.
 - iv) Each Unit except those where self-scheduling is done will have a master schedule, with a copy provided to the Union upon request.
 - v) All nurses shall submit their availability in the manner prescribed by the hospital at least (2) two weeks in advance of the day on which the schedule is posted.
 - vi) Requests for single days off and/or shift exchanges must be submitted in writing to the Manager or designate. The Manager will respond as soon as possible but not later than seventy-two (72) hours and grant requests based on date of request. If more than one (1) of these requests occur on the same date, seniority will govern the granting of the request, based on the date the request is submitted.
- (b) A nurse may exchange her scheduled tours of duty with another nurse provided the arrangement is submitted and agreed to by both nurses in the manner prescribed by the Hospital. Such requests will normally be 48 hours in advance. Approval from Management or Management designate is required. Approval not to be unreasonably denied.
- (c) Prior to altering the starting or finishing time in a unit, or introducing different shifts, the Bargaining Unit President and affected nurses shall be notified at least six (6) weeks prior to the effective date of change, and consulted for input and comments.

- (d) For the purpose of Article 14.10 (shift premium payment), the evening shift will be 15:30 to 23:30 hours and night shift will be from 23:30 hours to 07:30 hours. Effective September 1, 2009, in areas/units of the hospital that schedule such evening or night shifts to commence earlier than the times noted above, it is understood that the hospital will pay such premiums for the entire evening or night shift provided that the requirements of article 14.10 have been met.
- (e) For the purpose of Article 14.15 (weekend premium payment), the weekend is defined as commencing at 23:30 hours Friday and concluding forty-eight (48) hours later on Sunday at 23:30 hours. This clause does not apply to what is considered the definition of a weekend for the purpose of scheduling time off on weekends.
- (f) A full time nurse who requests to work a specific tour (except the day tour) on a permanent basis shall be granted such request where operational requirements allow. The Hospital may discontinue the permanent rotation where operational requirements change, with 90 days notice. The request of a nurse to return to rotating shifts will not be unreasonably denied provided the nurse has been in the permanent shift for at least a period of six (6) months. The Hospital will attempt to revise the unit schedules with as little disruption to current master rotations as possible.
- (g) If a full time nurse leaves a permanent shift rotation for any reason, or where a full time nurse is displaced from a permanent shift rotation in a long term layoff, the permanent shift rotation will be reverted to a rotating shift position. The Hospital will attempt to revise the unit schedules with as little disruption to current master rotations as possible.
- (h) Full-time nurses who have been granted permanent evening or night tours will not be rotated except by mutual consent or unless otherwise provided herein.
- (i) When a nurse is placed in charge, she or he will not be assigned responsibilities as a preceptor. Furthermore, nurses will be assigned as preceptors on a voluntary basis.
- (j) It may be necessary to schedule a nurse that works a straight evening or night shift rotation to a period of not more than ten (10) day shifts to a day shift as required for the purpose of assessing their performance or for in-service education, however, every effort will be made to assess a nurse working permanent shifts during his/her regular evening or night shift rotation. The nurse will be provided six (6) weeks' notice of such change.
- (k) There will be no split shifts scheduled.

E.2 REGULAR PART-TIME NURSES

(a) Regular Part Time Commitment

All part-time nurses must be available to work according to the following conditions:

- i) the part-time commitment will be the equivalent of 60 hours (or 67.5 hours for nurses who work extended tours only) averaged over a four (4) week period as required by the Hospital;
- ii) available to work during either the Christmas or New Year's period as required by the Hospital;
- iii) available to work a minimum of four additional paid holidays during the year exclusive of Christmas and New Year's as required by the Hospital;
- iv) available to work twelve (12) months a year less allowable vacation entitlement as required by the Hospital;
- v) available to work three (3) weekends in every six (6) week period with a maximum of two (2) consecutive weekends worked, except where nurses request weekend work;
- vi) available to work on all shifts.

(b) Part-time Scheduling

The Hospital agrees to schedule regular part-time nurses according to their commitment on the posted schedule of their assigned unit in the manner prescribed by the Hospital.

- i) All regular part-time employees shall be scheduled up to their committed hours before any casual part-time employees are utilized.
- ii) Any regular part-time employees who have not been scheduled up to their commitment, will be offered additional tours as they become available based on seniority up to their commitment.
- iii) Where all regular part-time nurses have been given the opportunity to work up to their commitment, extra shifts will then be offered, in order of seniority, to regular part-time nurses who submit their availability in the manner prescribed by the Hospital in the following order;
 1. Seniority on their own unit
 2. Seniority on other units

3. When regular part-time employees are not available, then casual part-time employees shall be called in accordance with their seniority.
- iv) For those shifts that remain unfilled, the Hospital will then offer shifts among those regular part-time nurses who have not provided their availability in the manner prescribed by the Hospital. Shifts will be granted on a first come first served basis.
 - v) Paragraphs (ii), (iii) and (iv) above are subject to the following conditions:
 - (a) A shift will be deemed to be offered whenever a call is placed.
 - (b) It is understood that the Hospital will not be required to offer shifts that would result in overtime pay.
 - (c) Where a regular part-time nurse accepts an additional tour, she must report for that shift unless arrangements satisfactory to the Hospital are made.
 - vi) Provided that they are qualified, regular part-time nurses may submit their availability to work additional shifts to more than one unit, in accordance with Hospital's practice and requirements.
 - vii) Where no regular part-time nurse is available to work the shift(s) in question, the shift(s) will be offered to casual part-time employees on the basis of seniority.
 - viii) A part-time nurse who requests to work a specific tour (except the day tour) on a permanent basis shall be granted such request where operational requirements allow. The Hospital may discontinue the permanent rotation where operational requirements change, with forty-five (45) days notice. The request of a nurse to return to rotating shifts will not be unreasonably denied.
 - ix) Part-time nurses who have been granted permanent evening or night tours will not be rotated except by mutual consent or with six (6) weeks' notice from the Employer.
- (c) 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 13 in its entirety applies except as amended by the following:

- i) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.

- ii) Employees working shifts comprised of less than 7.5 hours shall be granted a fifteen (15) minute paid rest period. Should the shift last longer than five hours, the Hospital will ensure that the employee is provided a further rest period that is unpaid and at least fifteen (15) minutes in duration.
- iii) No part-time nurse will be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period, except where mutually agreed.
- v) No unit shall have tours of less than seven and one half (7.5) hours introduced into a rotation, without prior notification and discussion with the Union.

E.3

7.5 HOUR TOURS

- (a) A weekend is defined as being fifty-six (56) hours off work during the period following the completion of the Friday evening shift.

It is understood that in the event an employee is scheduled off from the completion of the Thursday night shift (i.e. Friday morning) until the commencement of the night shift Sunday night, then this period of time off constitutes a weekend off as defined in this Clause.

- (b) Full-time nurses will be scheduled at least every second weekend off. A nurse will receive premium pay, as defined in Article 14 for all hours worked on the second weekend 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) The nurse has requested weekend work; or
 - (iii) Such weekend is worked as the result of an exchange of shifts with another nurse.
- (c) Part-time nurses will be scheduled at least every third weekend off. A nurse will receive premium pay, as defined in Article 14 for all hours worked on the third weekend 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) The nurse has requested weekend work; or
 - (iii) Such weekend is worked as the result of an exchange of shifts with another nurse.
- (d) In the case of changes in assigned shifts in accordance with the schedule, there will be an interval of not less than 16 hours off between shifts worked.

- (e) An employee shall be scheduled four (4) days off in any two (2) week pay period unless by mutual agreement.
- (f) The Hospital shall not schedule an employee to work more than seven (7) consecutive days unless agreed to by the employee. Where this is not done the Hospital will pay the employee premium pay as defined in Article 14 for each additional day until a day off is scheduled.
- (g) At least forty-eight (48) hours off are to be scheduled following night shifts before changing to days or evenings.
- (h) Employees will not be required to change tours more than once per week.
- (i) Christmas/ New Years' Scheduling

Scheduling guidelines contained in this agreement shall be waived between December 15th and January 15th in order to accomplish the following:

All employees will receive at least five (5) consecutive days off, 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 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.

A nurse must indicate her preference for either Christmas or New Year's time off, to their Manager, in writing, no later than October 1st. When a scheduling conflict arises amongst nurses requesting the same time off, priority will be given to the nurse who's requested time off was not granted the previous year. Where a conflict still exists, the deciding factor shall be seniority. Where the Hospital is able to grant time off for both Christmas and New Year's, it will be offered on a rotating basis in order of seniority for the duration of this collective agreement. An employee will be notified of her or his time six (6) weeks in advance of the holidays.

E.4 VOTING PROCESS FOR EXTENDED TOURS, 10 HOUR TOURS, 2D2N SCHEDULES, SELF SCHEDULING

The parties agree to adhere to the following process when implementing Extended Tours, Self Scheduling, 2 Day 2 Night Scheduling, Ten (10) Hour Tours, or any other scheduling initiatives as may be applicable:

(a) Implementation

The following guidelines will govern the trial period for a new scheduling initiative in a unit:

- i) The Hospital agrees to implement one of the above scheduling initiatives.

- ii) The Hospital will conduct joint Hospital and Union meetings with the employees prior to the secret ballot to explain both the process and the implications of the scheduling initiative.
- iii) In order for the schedule initiative to be implemented, seventy-five (75%) of the employees in the unit must so indicate. The Hospital agrees to provide the Union with space on the unit to conduct the vote.
- iv) The parties will establish principles for conducting the vote.

(b) Trial Period

There shall be a trial period of sixteen (16) weeks. The scheduling initiative will be evaluated jointly halfway through and at the end of the trial period. It is understood that the scheduling initiative may be terminated during the sixteen (16) week trial period if deemed to be unsatisfactory by the parties.

(c) Continuation

The scheduling initiative will be continued provided that seventy-five percent (75%) of the employees in the unit indicate so by a secret ballot conducted by the Union. This vote will be conducted at the end of the trial period.

(d) Discontinuation

The scheduling initiative may be discontinued in the units when seventy-five (75%) of the employees in the unit so indicate by secret ballot or by the Hospital for reasons of:

- i) Adverse effects on patient care; or
- ii) Inability to provide a workable staffing schedule; or
- iii) 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:

- iv) the parties shall meet within two (2) weeks of the giving of notice to review the request for the discontinuation; and
- v) where it is determined that the scheduling initiative will be discontinued, affected employees shall be given six (6) weeks' notice before the scheduling initiative is discontinued.

E.5 SCHEDULING FOR EXTENDED TOURS

- (a) Nurses will not be required to work more than three (3) consecutive tours. Nurses will be entitled to premium pay at the rate of time and one-half for working on the fourth (4th) consecutive and subsequent tour until a day off is scheduled. However, the premium shall not apply where a nurse has specifically requested to be scheduled on the fourth (4th) consecutive and subsequent tour.
- (b) Employees shall receive every second weekend off, which shall consist of five (5) 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 second consecutive weekend, 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.
- (c) At least 50% of tours worked shall be on the day shift, unless otherwise agreed by the nurse.
 - (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) Employees 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, be provided with in-service education or instructed on day tours. Requests for permanent shifts will not be unreasonably denied.
 - (f) A minimum of four (4) consecutive tours off shall be scheduled following scheduled night shifts unless otherwise agreed.
 - (g) Christmas/ New Years' Scheduling

Scheduling guidelines contained in this agreement shall be waived between December 15th and January 15th in order to accomplish the following:

All employees will receive at least five (5) consecutive days off, 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 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.

A nurse must indicate her preference for either Christmas or New Year's time off, to their Manager, in writing, no later than October 1st. When a scheduling conflict arises amongst nurses requesting the same time off, priority will be given to the nurse who's requested time off was not granted the previous year. Where a conflict still exists, the deciding factor shall be seniority.

Where the Hospital is able to grant time off for both Christmas and New Year's, it will be offered on a rotating basis in order of seniority for the duration of this collective agreement. An employee will be notified of her or his time six (6) weeks in advance of the holidays.

When requested by nurses in each individual unit, a vote (not subject to the more formal provisions in Article 13.09) shall be conducted among the nurses working extended tours as to whether or not they will continue to work extended tours, or revert to normal tours (7.5 hour tours) between the period December 15th to January 15th.

Where the majority of nurses in a particular nursing unit vote by at least fifty-one percent (51%), then all nurses on the unit shall revert to normal tours (7.5 hour tours) for the period of December 15th until January 15th. Following this period of time, they shall once again revert to their extended tour schedules.

(h) Extended Tours

At least forty-eight (48) hours off are to be scheduled following night shifts before changing to days or evenings.

E.6 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 thirty-seven and one-half (37½) minutes of unpaid mealtime.
- (b) Nurses shall be entitled, subject to the exigencies of patient care, to rest periods during the tour of a total of thirty-seven and one-half (37½) minutes.

- (c) The Hospital shall schedule nurses on the ten (10) hour tour every second weekend off. An employee will receive premium pay as defined in Article 14 for all hours worked on a second consecutive weekend, 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.
- (d) Overtime:
- For nurses working ten (10) hour tours, overtime shall be paid at the rate of time and one-half (1½) 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.
- (e) Nurses will not be required to work more than four (4) consecutive 9.4 hour tours. Nurses will be entitled to premium pay at the rate of time and one-half for working on the fifth (5th) consecutive and subsequent tour until a day off is scheduled. However, the premium shall not apply where a nurse has specifically requested to be scheduled on the fifth (5th) consecutive and subsequent tour.
- (f) Requests for change of scheduled working hours shall be done in accordance with Article 13.06 (b).
- (g) At least forty-eight (48) hours off are to be scheduled following night shifts before changing to days or evenings.

E.7

2D2N SCHEDULING

- (a) For employees who indicate to their manager that they do not wish to work extended tours, the Hospital will endeavour to schedule these nurses on a normal shift rotation.
- (b) When less than seventy-five (75%) of the staff on a particular nursing unit vote, as outlined in Article 13.09, in favour of the 2D 2N extended tour schedule by secret ballot, the Union may approach the Hospital and ask it to consider the implementation of a combination 2D2N extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular Unit.

- (c) The 2D2N master rotation must be calculated to years end to make sure the schedule provides 1950 hours in each calendar year. The parties will determine how additional hours will be added to the schedule to meet the 1950 hour requirement.
- (d) Nurses will not be required to work more than four (4) consecutive tours, unless the fifth (5th) tour is required to ensure that paragraph (c) is complied with. Nurses will be entitled to premium pay at the rate of time and one-half for working on the fifth (5th) consecutive and subsequent tour until a day off is scheduled unless the tour is worked as a means to comply with (c) above. The premium shall also not apply where a nurse has specifically requested to be scheduled on the fifth (5th) consecutive and subsequent day.
- (e) A nurse shall receive three (3) weekends off in a nine (9) week schedule. Nurses shall be paid premium pay for all weekends worked in excess of six (6) in a nine (9) week schedule, save and except where:
 - i) The weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) The weekend is worked as a result of an exchange of tours with another nurse; or
 - iii) The weekend is worked to satisfy (c) above; or
 - iv) The weekend is worked at the request of the nurse.
- (f) At least forty-eight (48) hours off are to be scheduled following night shifts before changing to days or evenings.

E.8 Master Rotations

Where a master rotation schedule is changed due to a permanent long-term layoff or the addition of new full-time positions, the employee on the affected unit will be provided with 60 days' notice that their master rotation may be amended.

Where a master rotation schedule is changed pursuant to the above, individual schedule rotations will be awarded on the basis of seniority. Where the master rotation contains a job sharing arrangement, the seniority of the two regular part-time nurses sharing the full-time position will be added together and divided by 2 to determine the seniority to be used for the awarding of the rotations.

Where there is a new or revised master rotation proposed, the following process shall be used to seek the input of the nurses:

For a four (4) week period the Manager shall solicit feedback from the employees by posting the proposed master rotation and a feedback sheet for input and comments to be given by all full-time and regular part-time employees on the unit. All feedback, the existing schedule, and proposed schedule shall be provided to the Union for review.

E.9

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 nurses who normally perform the work. It is understood and agreed that different programs/units distribute standby according to that program/unit's requirements. It is further understood that nurses will not normally be required to provide services to other units as part of the scheduled standby assignment.
- (c) Standby assignments shall be posted at the same time as the tours of duty schedules.
- (d) Nurses may exchange standby shifts with the mutual consent of the nurses involved and the prior consent of the Nurse Manager on the unit, in accordance with Article 13.06 (b).
- (e) Nurses scheduled for standby shall be provided with pagers.
- (f) Standby schedules will not be reassigned without consultation with the employee whose schedule is being changed.
- (g) Standby will not be scheduled on a night before a scheduled day shift unless otherwise agreed to by the nurse.
- (h)
 - (i) 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.
 - (ii) When a full-time or part-time employee is scheduled for standby on a weekend, she or he is considered to be "working" the weekend.
- (i) In the event that a nurse is called back to the Hospital from standby after midnight and is scheduled to work the next day, the nurse will be allowed paid leave for the portion of the shift scheduled for the next day that allows the nurse ten (10) hours off between the end of call back and the nurse having to return to the Hospital.
- (j) The Employer agrees to provide an on call cellular telephone to support an employee who is on standby but is not required to leave his or her home to perform call back duties.
- (k) Employees who are required to provide professional services over the telephone while on stand-by (without returning to the hospital) shall be entitled to a minimum of fifteen (15) minutes pay for a call received between 0700 hours and 2300 hours, and thirty (30) minutes pay for a call received between 2300 hours and 0700 hours, at one and one-half (1½) times his or her regular straight time hourly rate, or equivalent time in lieu, per call,

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

Otherwise, the assignment of stand-by duty and any rights and entitlements associated with stand-by duty/call back shall be maintained in accordance with the provisions of the Collective Agreement.

E.10 Self Scheduling

The Hospital may agree to allow Self-Scheduling for full-time and/or part-time employees in a particular unit.

- (a) The Manager shall review and approve the self-scheduling schedules to assure that adequate coverage is maintained. Such approval shall not be unreasonably withheld.
- (b) Cancellation of self-scheduling by either the Hospital or the Union shall be with four (4) weeks' written notice to the other.
- (c) Self-schedulers agree to fulfil their obligation to the Hospital as full-time nurses to work 1950 hours per year. Each nurse will keep track of her hours to ensure that this paragraph is complied with.
- (d) In the event that a nurse discovers that her annual straight time hours will total less than 1950, she will be required to arrange to have herself scheduled for any deficient hours, based on operational needs, or to draw from her vacation bank.

E.11 Single Shift Reassignment (Floating)

When it is necessary to reassign staff from one (1) unit to another, the reassignment will first be offered on a voluntary basis, subject to maintaining operational requirements and provided the nurse is qualified to perform the work in question.

1. In the event that there are no volunteers, nurses will be reassigned in the following order:
 - a) Agency nurses
 - b) Float Nurse (NRT)
 - c) Nurses at overtime
 - d) Casual part-time by order of reverse seniority
 - e) Other nurses on the unit on the basis of rotating seniority starting with the most junior and in ascending order

2. For the purposes of reassignment under this provision a combined seniority list shall be used.
3. However the above order may be altered by management based on an evaluation of the qualifications required, skill mix required, clinical needs, client acuity and the staffing complement on the sending and receiving units.
4. It is agreed that nurses who are reassigned will be assigned to work along with a nurse from the receiving unit and that there will be a shared patient assignment.
5. It is understood that nurses will not be reassigned during their probationary period.

E.12 When it is necessary to offer overtime tours that will result in a nurse receiving overtime premium for all hours on the tour, the Hospital will offer the full overtime tour to nurses who have made themselves available in the following order

- a) Full-time nurses on the unit on the basis of seniority
- b) Regular part-time nurses on the unit on the basis of seniority
- c) Casual part-time nurses on the unit on the basis of seniority
- d) Other nurses not on the unit who the Hospital has determined are qualified to perform the work

It is understood that part-time nurses who work extended tours can be offered a seventh (7th) tour in a two week period prior to the process outlined above (i.e. Article E.12 does not apply to the tour) as only part of the hours on the tour will be at overtime premium. Also, in such circumstances the part-time nurse will not be considered as a "nurse at overtime" for the purposes of Article E.11.

E.13 Unit Weekend Schedule

When an individual employee requests to her manager, in writing with a copy to the Local Union and Human Resources to work a weekend schedule, the Hospital shall agree to such request if the needs of the unit can be met by such a schedule and the granting of such a schedule does not have an adverse effect on any full-time or regular part-time nurse's schedule on that unit. In the event that the granting of schedule does have an adverse effect on any full-time or regular part-time nurse's schedule, the matter shall be put to a vote in accordance with Article E.4.

In the event that there is no impact on any individual's schedule there will be no vote required.

In the event that management identifies a new or vacant position(s) on a unit that could accommodate a unit weekend schedule and nurses on the unit, through the vote arrangement described above, indicate their support for a unit weekend schedule, then the schedule will be introduced on the unit as follows:

- (a) Opportunity to transfer to a weekend schedule will be offered to all nurses on the unit. The weekend worker schedule will be granted to the senior nurses who so request.
- (b) The resulting vacancy will be posted in accordance with Article 10.07 of the Collective Agreement or if no interested is indicated from (a) above, this position could be posted in accordance with Article 10.07 as a weekend worker position, after a successful vote on the unit.

Notwithstanding Article 13.04, a Unit Weekend schedule may also be averaged over a six (6) week period, in which case there would be four (4) 11.25 hour shifts remaining to be scheduled over the six (6) weeks. Accordingly, the remaining four (4) 11.25 hour shifts will normally be scheduled on the Friday, unless a paid holiday falls on the Monday, in which case the shift may be scheduled on the holiday.

Nurses in these positions may discontinue the weekend schedules with thirty (30) days notice. Such position will be posted as noted above. If there is no applicant the unit weekend schedule will be discontinued.

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

ARTICLE F – PREMIUM PAYMENT

F.1 A nurse may bank up to forty-five (45) hours as lieu time off for overtime worked. Any hours above forty-five (45) shall be paid out at the appropriate premium rate.

Compensating time off for all full-time and part-time employees (in lieu of overtime) may be taken at a mutually agreeable time, however, all such time must be taken prior to March 31 of each year or payment shall be made in accordance with this Article.

ARTICLE G – PAID HOLIDAYS

G.1 The following shall be recognized as holidays:

- | | |
|-----------------------------|---------------|
| New Year's Day | Civic Holiday |
| Labour Day | Good Friday |
| Thanksgiving Day | Victoria Day |
| Christmas Day (December 25) | Canada Day |
| Boxing Day (December 26) | Family Day |

In addition to the above named holidays, full-time nurses, who have completed their probationary period, shall receive two (2) float holidays per fiscal year. Float holidays cannot be accumulated and carried over to the subsequent fiscal year. Float holidays are to be scheduled at a mutually agreed time between the nurse and the Hospital.

G.2 Where a full-time nurse is entitled to a lieu day under Article 15.04 or 15.05, such lieu day shall be granted sixty (60) days before or after the date on which the holiday was observed, to be taken on a day mutually agreed to between the Hospital and the nurse or payment shall be made in accordance with Article 15.03. The Hospital shall endeavour not to schedule the lieu day as a single day off unless requested by the employee.

G.3 When an employee is on a scheduled weekend off and a holiday falls on the contiguous Friday or Monday, the Hospital will endeavour to schedule that nurse off on the holiday, even if it was normally a scheduled day of work. Similarly when an employee is scheduled to work on a weekend and a contiguous holiday falls on a Friday or Monday, the Hospital will endeavour to schedule that nurse to work on that holiday, even if it was a normal day off for that nurse.

It is understood that this provision does not apply to nurses that work the 2D/2N extended tour rotation.

G.4 An employee working the majority of hours on the actual holiday will receive the premium payment.

Effective April 1, 2012:

Employees shall be paid for all hours worked on any of the holidays listed above.

ARTICLE H – VACATIONS

H.1 Vacation entitlement for employees will be calculated as of March 31st of each year.

H.2 (a) The vacation year for scheduling purposes shall be April 1st through March 31st.

(b) It is understood and agreed that the Hospital will give every consideration to a nurse's preference as to the timing of vacations; however, the Hospital reserves the right to consider and approve vacation requests based on operational requirements. Vacations will not be unreasonably denied.

(c) Timelines for Vacation Requests:

For Vacation from April 1st to September 30th

Employees are required to indicate preferred vacation time during this period by February 1st annually. Requests for time off during this period are processed and communicated by March 1st annually. Preference will be given based on seniority. If vacation requests are received after February 1st, they will be considered on a first come first served basis, not on the basis of seniority.

Approved vacation schedules will be posted by April 1st.

For Vacation from October 1st to the following March 31st

Employees are required to indicate preferred vacation time during this period by August 1st annually. Requests for time off during this period are processed and communicated by September 1st annually, with the exception of requests for the Christmas period (December 15th– January 15th) which are processed as holiday service schedules are determined. Preference will be given based on seniority. If vacation requests are received after August 1st, they will be considered on a first come first served basis, not on the basis of seniority.

Approved vacation schedules will be posted by October 1st.

- H.3 Vacations may be taken as earned in allotment of weeks. Full-time employees may request up to 75 hours off as single vacation days. It is understood that requests for “weeks” of vacation will take precedent over request for single vacation days.

An employee shall be permitted to carry over up to one week of vacation per year. In circumstances where an employee exceeds the maximum carry over, the employee and the Manager will determine a mutually agreeable vacation schedule to reduce the amount of excess carry over vacation to the one week limit.

The length of vacation time during the summer months (June 1st to September 1st) may be limited to two (2) weeks per nurse.

- H.4 The Hospital will continue its present practice of providing updated vacation entitlement on each pay statement.

- H.5 Part-time nurses shall be paid their appropriate vacation pay with each pay.

- H.6 Where vacation commences on a Monday or ends on a Friday, the Hospital shall schedule an employee off on the weekend prior to or the weekend following vacation respectively. This provision only applies where at least 5 days of vacation are taken.

Prior to leaving on vacation, if the first scheduled shift upon her return is not on the posted schedule, the employee shall be notified of the date and time on which to report back for work following vacation. Vacations may be scheduled to commence on a day other than Monday.

- H.7 Nurses successfully bidding for a posted vacancy between June and September to another nursing unit will be granted vacation during that time which is compatible with the staffing needs of the receiving unit. All reasonable efforts will be made to maintain a previously approved vacation request. Where not possible, a mutually convenient time will be arranged between the receiving departmental Manager and the Employee.

- H.8 Approved vacation requests cannot be cancelled by the nurse once the schedule is considered posted, unless approved by the Manager in writing.

ARTICLE I – MISCELLANEOUS

I.1 The Hospital shall provide a bulletin board on the main level of the Hospital (Level 2).

I.2 **Retiree Benefits – Process for Payment**

This article applies to FT nurses only.

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 a preauthorized withdrawal process.

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

The Hospital will notify the Union of the benefit costs to retired nurses within 60 days of the award and each time the benefit costs are renegotiated by the Hospital.

I.3 An employee with a payroll error greater than 11.25 hours may request to have the error corrected within 7 days. If the error occurs as a result of an employee's action or inaction the error will be corrected on the next pay.

I.4 **Seniority Lists**

A copy of the full-time, regular part-time and casual part-time seniority lists will be posted by January 31st and June 30th of each calendar year on the designated bulletin board in Human Resources. It will also be placed in the scheduling binder on each unit, with a copy provided to the Bargaining Unit President.

I.5 **Notification to Unsuccessful Job Applicants**

The parties agree that any unsuccessful applicant for a bargaining unit job posting will be notified prior to the posting of the name of the successful applicant.

I.6 **Sick Time**

An employee will make every effort to notify his/her Supervisor at least two (2) hours prior the beginning of the employee's day shift and four (4) hours prior to the beginning of the employee's evening or night shift that she/he is unable to work due to illness.

Notwithstanding the above, employees will provide as much notice as possible if able.

ARTICLE J – TRAVEL

- J.1 Pursuant to Article 14.13 the Hospital will pay transportation costs either by taxi or by the nurse's own vehicle at the rate of forty cents (\$0.40) per kilometre to a maximum of \$20.00 for the round trip.

Where nurses are required in the course of their patient care duties to commute between the Main Hospital site and the Upper Thornhill Centre, Vaughan and Oak Ridges Dialysis Satellite sites, or to Southlake Regional Health Centre, they will be paid forty cents (40¢) per kilometre or reimbursed for cab fare.

All other authorized travel will be paid at the rate of forty cents (40¢) per kilometre.

It is understood that the per kilometre rate will be at least that of the current corporate per kilometre rate.

ARTICLE K – JOB SHARING

- K.1 Job sharing requests shall be considered and approved by the Nurse Manager on the unit on an individual basis.

- K.2
- (a) The employees involved in job sharing shall be treated as regular part-time employees. Total hours worked by the two job-sharers shall equal one (1) full-time position and as such will be scheduled as one full-time line on the master schedule rotation. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses. If the job sharers are unable to agree on which portion of the rotation they will work, the Hospital shall schedule such work and the job sharers shall work in accordance with the posted schedule.
 - (b) Once the job-sharers' schedule is posted, any exchange of shifts between job sharers or others must comply with the Collective Agreement.
 - (c) It is expected that both job sharers will cover each other's short term illnesses of up to 2 weeks.
 - (d) In the event that one (1) member of the job sharing arrangement goes on a leave of absence, maternity/parental leave, extended sick leave or any leaves pursuant to Article 11 herein, 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 absence as much as possible. If the remaining job sharer cannot cover the leave, the other regular part-time nurses on the unit will be offered the additional tours.
 - (e) Job sharers will not be required to work, in total, more statutory holidays and standby assignments than would one (1) full-time employee, unless mutually agreed otherwise.

(f) Vacation

The job sharers shall be required to cover for each other's vacation, and shall not be counted in any vacation quotas established for the unit.

- (g) 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.
- (h) If approved, an incumbent full-time employee wishing to share her or his position may do so without having her or his portion of the position posted. The other portion of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (i) If one of the job sharers leaves the arrangement, her or his 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 to a part-time position for which she/he is qualified. If she or he does not continue full-time, the position must be posted according to the Collective Agreement.
- (j) 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 to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.
- (k) Should the Hospital discontinue a job sharing arrangement and one of the job sharers is the original incumbent of the full-time position, this nurse will have the option of reverting to her/his full-time status or remain regular part-time. The other job sharer will remain regular part-time and will be offered any vacant regular part-time position that has not been filled through the job posting provisions. If this process does not result in the job sharer accepting a vacancy, the layoff provisions will apply.

ARTICLE L – MODIFIED WORKL.1 (a) Permanent Accommodation

When it has been medically determined that an employee requires permanent accommodation due to his or her restrictions the parties agree as follows:

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 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 in this process is essential to the success of the process. The Hospital and the Union agree that all participants will use electronic communication and other communication processes where possible to expedite communication.

1. The Hospital will provide an updated list of information to the RWC before each monthly meeting including the following:
 - i) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits
 - ii) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked
 - iii) Employees who required temporary or permanent accommodation in the workplace.
2. It is understood that it is the obligation of the disabled employee in receipt of short-term or long-term disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.
3. The Occupational Health Department will discuss the needs of employees for accommodation as soon as possible with their respective Manager or designate, and the Union will advise the RWC as soon as possible when return to their original position or unit has not occurred. The Occupational Health Department in consultation with the Union representative will examine opportunities for temporary accommodation until such time as an appropriate permanent accommodation is determined.
4. The parties recognize that more than one (1) employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the Hospital will consider the skills, ability and experience of the employees and will also consider ability to acquire skills, seniority and path of least disruption in the workplace.
5. The parties will monitor the status of accommodated employees and the status of employees awaiting accommodation. The parties will review any circumstances where attempts to accommodate an employee have proven unsuccessful.

6. Before posting, the Hospital's Human Resources department will examine all potential vacancies to determine if they can be used to accommodate a disable employee who requires accommodation but cannot return to their home unit.
 7. Where such vacancies are within the bargaining unit, the Hospital will consult with the Union on the feasibility of an accommodation giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.
 8. Whether or not the parties agree to waive the posting procedure in order to facilitate an accommodation and whether or not the position is within the bargaining unit, the parties will sign an agreement containing the details of the accommodation. The parties may also agree to a written agreement for temporary accommodation of extended duration.
- (b) The Hospital agrees to provide the Union and the employee with a copy of the Workers' Safety and Insurance Board Form 7 at the same time it is sent to the Board.
- (c) Modified Return to Work

When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet the Bargaining Unit President or designate to discuss the circumstances surrounding the employee's return to suitable work.

ARTICLE M – VIOLENCE PREVENTION

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

(b) Violence Policies and Procedures

The Employer agrees to develop, in consultation with the joint health and safety committee or health and safety representative, formalized explicit policies and procedures to deal with violence. The policy will address the prevention of workplace violence, the management of violent situations, provision of legal counsel and support to employees who have faced violence. The policy and procedures shall be part of the employee's health

and safety policy and written copies shall be provided to each employee at time of hire.

Prior to implementing any changes to these policies, the employer agrees to consult with the Union and the joint health and safety committee.

(c) Notification to the Union

The employer will notify the JHSC and union in writing of all incidents related to violence within 4 days. For critical injuries the employer will notify the JHSC and the union immediately and in writing within 48 hours. Such notices will contain all of the information as prescribed in section 5 of the health care regulation.

(d) Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff. The employer, in conjunction with the JHSC, will immediately and thoroughly investigate all acts and reports of potential/actual violence and forthwith take every precaution reasonable in the circumstances to prevent violence from occurring.

(e) Damage to Personal Property

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

The employee will endeavour to present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him 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 email, to the applicable 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.
- N.7 The parties agree that all correspondence between Mackenzie Health and ONA related to grievances be electronically submitted using a Mackenzie Health provided e-mail address.

ARTICLE O – AGENCY REPORTING

O.1 reporting provided to the Union is accordance with Article 10.12 of the Central Agreement shall include the following:

- (a) Agency nurse hours worker 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
- (e) Percentage of agency nurse hours worked per unit and
- (f) Percentage of total agency nurse hours worker hospital-wide

DATED at Richmond Hill, Ontario, this 17th day of September, 2018.

FOR THE EMPLOYER

FOR THE UNION

M. Shapiro

J. Samimi

B. Gray

L. Florou

A. Savchenko

M. Phillip

M. Sangha

S. Correia-Batista

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES ASSOCIATION

And:

MACKENZIE HEALTH

Re: Article 10.12 (c) – Agency Nurse Usage

The parties agree that for the purposes of Article 10.12 (c) the 2007-2008 base fiscal year will be used for the calculation related to agency nurse usage.

DATED at Richmond Hill, Ontario, this 17th day of September, 2018.

FOR THE EMPLOYER

FOR THE UNION

M. Shapiro

A. Savchenko
Labour Relations Officer

J. Samimi

M. Phillip

B. Gray

M. Sangha

L. Florou

S. Correia-Batista

LETTER OF UNDERSTANDING

Between:

MACKENZIE HEALTH

And:

ONTARIO NURSES' ASSOCIATION

Re: Union Office Space

The Hospital will provide a furnished office space for use by the Union. This space will include a telephone, internet access and a lockable filing cabinet.

DATED at Richmond Hill, Ontario, this 17th day of September, 2018.

FOR THE EMPLOYER

FOR THE UNION

M. Shapiro

A. Savchenko
Labour Relations Officer

J. Samimi

M. Phillip

B. Gray

M. Sangha

L. Florou

S. Correia-Batista

LETTER OF UNDERSTANDING

Between:

MACKENZIE HEALTH

And:

ONTARIO NURSES' ASSOCIATION

Re: Scheduling Committee

There shall be a Scheduling Committee comprised of three (3) Union representatives and three (3) Hospital representatives. One of the Union representatives will be the Local Bargaining Unit President and one of the Hospital representatives will be the Director, Employee Relations and Central Staffing.

The parties agree the Scheduling Committee will meet every four (4) months for the duration of the Collective Agreement. The Union representatives on the committee will be paid for all their time in attendance at the committee meetings at their regular straight time hourly rate of pay.

The objective of the Scheduling Committee will be to assist in the resolution of hospital wide scheduling concerns including, but not limited to, reviewing master schedules, Christmas/New Years' schedules, and vacation scheduling to ensure compliance with the Collective Agreement. The Committee may also discuss proposals regarding different regular part-time commitment levels and whether a trial would be appropriate for a unit.

DATED at Richmond Hill, Ontario, this 17th day of September, 2018.

FOR THE EMPLOYER

FOR THE UNION

M. Shapiro

A. Savchenko
Labour Relations Officer

J. Samimi

M. Phillip

B. Gray

M. Sangha

L. Florou

S. Correia-Batista

LETTER OF UNDERSTANDING

Between:

MACKENZIE HEALTH

And:

ONTARIO NURSES' ASSOCIATION

Re: Electronic Professional Responsibility Workload Report Forms

The parties agree that effective upon ratification, to utilize the electronic version of the Professional Responsibility Workload Forms attached as Appendix 1.

DATED at Richmond Hill, Ontario, this 17th day of September, 2018.

FOR THE EMPLOYER

FOR THE UNION

M. Shapiro

A. Savchenko
Labour Relations Officer

J. Samimi

M. Phillip

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S. Correia-Batista

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES ASSOCIATION

And:

MACKENZIE HEALTH

Re: Weekend Worker

Requests for Weekend Worker positions by either the hospital or by a nurse, shall be considered on an individual basis where mutually agreed by the Hospital and the Union.

All vacancies that arise by the creation of a Weekend Worker position will be filled in accordance with the Collective Agreement.

The Weekend Worker positions will work on a rotation of two shifts days/evenings or day/nights based on the unit's requirements.

A weekend Worker may request time off as per the provisions of the Collective Agreement and the shift will be offered to the part time staff as per the scheduling provisions of the Local Appendix.

Requests for Vacation will be considered as per the Collective Agreement including the Local Appendix provisions related to the vacation quotas and the Weekend Worker will be considered a Full time nurse.

DATED at Richmond Hill, Ontario, this 17th day of September, 2018.

FOR THE EMPLOYER

FOR THE UNION

M. Shapiro

A. Savchenko
Labour Relations Officer

J. Samimi

M. Phillip

B. Gray

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L. Florou

S. Correia-Batista

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES ASSOCIATION

And:

MACKENZIE HEALTH

Re: Nursing Resource Team (NRT— Float Nurse)

For the purposes of vacation, leaves of absence, lay-off and bumping under the Collective Agreement the NRT (Float Nurse) shall be treated as a separate unit.

DATED at Richmond Hill, Ontario, this 17th day of September, 2018.

FOR THE EMPLOYER

FOR THE UNION

M. Shapiro

A. Savchenko
Labour Relations Officer

J. Samimi

M. Phillip

B. Gray

M. Sangha

L. Florou

S. Correia-Batista

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES ASSOCIATION

And:

MACKENZIE HEALTH

Re: Bank Lieu Time for Closures

Where a nurse accumulates approved overtime hours in areas which will normally be closed between Christmas and New Year's, and/or are closed by the Hospital for additional times, and she or he chooses banked time off, it should be taken during the closures and the time off will be negotiated between the nurse and her or his immediate manager. The negotiations between the nurse and manager can include allowing the nurse to bank a maximum of seventy-five (75) hours within the fiscal year (i.e. no carry forward) provided there is the agreement the banked time will be used during the closures.

However, it is understood that all such time must be taken prior to March 31 of each year or payment shall be made in accordance with Article F.I.

DATED at Richmond Hill, Ontario, this 17th day of September, 2018.

FOR THE EMPLOYER

FOR THE UNION

M. Shapiro

A. Savchenko
Labour Relations Officer

J. Samimi

M. Phillip

B. Gray

M. Sangha

L. Florou

S. Correia-Batista