

**COLLECTIVE AGREEMENT**

Between:

**HALIBURTON HIGHLAND HEALTH SERVICES**  
[hereinafter referred to as the "Employer"]

And:

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

**Expiry Date: March 31, 2011**

**APPENDIX 3 SALARY SCHEDULES**

**APPENDIX 5 LOCAL PROVISIONS**

Between:

**HALIBURTON HIGHLAND HEALTH SERVICES INC.**  
[hereinafter referred to as the “Employer”]

And:

**ONTARIO NURSES' ASSOCIATION**  
[hereinafter referred to as the “Union”]

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**APPENDIX 3****SALARY SCHEDULES****Classification – Head Nurse**

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	\$29.91	\$30.81	\$31.73
1 Year	\$30.33	\$31.24	\$32.18
2 Years	\$30.76	\$31.68	\$32.63
3 Years	\$32.24	\$33.21	\$34.21
4 Years	\$33.75	\$34.76	\$35.80
5 Years	\$35.57	\$36.64	\$37.74
6 Years	\$37.44	\$38.56	\$39.72
7 Years	\$39.36	\$40.54	\$41.76
8 Years	\$42.12	\$43.38	\$44.68
25 Years	\$43.86	\$44.15	\$45.47

**Classification - Registered Nurse**

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	\$27.67	\$28.50	\$29.36
1 Year	\$28.08	\$28.92	\$29.79
2 Years	\$28.55	\$29.41	\$30.29
3 Years	\$29.95	\$30.85	\$31.78
4 Years	\$31.37	\$32.31	\$33.28
5 Years	\$33.14	\$34.13	\$35.15
6 Years	\$34.91	\$35.96	\$37.04
7 Years	\$36.71	\$37.81	\$38.94
8 Years	\$39.31	\$40.49	\$41.70
25 Years	\$40.00	\$41.20	\$42.44

**Classification – Graduate Nurse**

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	\$26.99	\$27.80	\$28.63
1 Year	\$26.99	\$27.80	\$28.63
2 Years	\$27.85	\$28.69	\$29.55
3 Years	\$29.21	\$30.09	\$30.99
4 Years	\$30.60	\$31.52	\$32.47
5 Years	\$32.37	\$33.34	\$34.34
6 Years	\$34.11	\$35.13	\$36.18
7 Years	\$35.86	\$36.94	\$38.05
8 Years	\$38.41	\$39.56	\$40.75
25 Years	\$39.08	\$40.25	\$41.46

**APPENDIX 5**

**LOCAL ISSUES**

**ARTICLE A – RECOGNITION**

A-1 The Hospital recognizes the Association as the sole bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by Haliburton Highlands Health Services in Haliburton and Minden, save and except Nurse Administrator, and persons above the rank of Nurse Administrator.

**ARTICLE B - MANAGEMENT RIGHTS**

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

- (a) Maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, classify, transfer, lay-off, recall, suspend or otherwise discipline nurses, provided that a claim by a nurse that she has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as is herein provided;
- (c) determine in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, the tours of duty, work assignments, working schedules, methods of doing the work, the working establishment for any service and the location of work;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of the Agreement.

B-2 The Employer agrees to exercise its right and administer the Collective Agreement in a reasonable and fair manner.

**ARTICLE C - COMMITTEES AND REPRESENTATIVES**

C-1 Nurse Representatives

The Hospital agrees to recognize three (3) nurse representatives.

C-2 Grievance Committee

The Hospital will recognize a Grievance Committee of up to two (2) nurses.

C-3 Negotiating Committee

The Hospital will recognize a Negotiating Committee of not more than three (3) nurses.

C-4 Hospital-Association Committee

There shall be a Hospital-Association Committee comprised of three (3) representatives of the Association and three (3) representatives of the Hospital where feasible.

C-5 The Hospital agrees that an Association interview will be given during the nurse's orientation period. The Hospital shall designate the time and place for the interview, after consultation with a representative of the Association.

C-6 The above representation includes the total number from both Bargaining Units.

C-7 Fiscal Advisory Committee (Joint Operations Committee)

The Employer agrees to provide the nurses on the Fiscal Advisory Committee with full access to information so that they can participate in an informed manner.

C-8 The Hospital will endeavour to notify nurses two (2) weeks in advance of any scheduled committee meetings or in-service.

C-9 Professional Development Committee

The composition of said committee shall include two (2) representatives of the Hospital including the Chief Nursing Officer or designate and a Human Resources representative. There shall be two (2) representatives from the Union including the Bargaining Unit President.

The terms of reference shall be determined by the representatives. The parties agree that the Hospital – Association Committee will continue to discuss issues that will eventually transfer to this committee in the interim.

C-10 The Employer will pay the Bargaining Unit President/Local Coordinator or designates at her/his regular straight time hourly rate for all time spent attending meetings with the Employer outside her/his regularly scheduled hours.

C-11 Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice and staffing requirements, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

**ARTICLE D - SENIORITY LISTS**

D-1 A copy of the seniority list will be filed with the Association semi-annually on the last day of January and the last day of June.

**ARTICLE E - ASSOCIATION LEAVE**

E-1 Leave of absence for Association business shall be granted without pay up to an aggregate maximum of forty-five (45) days, including both Full and Part-time, during the calendar year.

Requests for leave of absence shall be made in writing at least two (2) weeks in advance, provided such leave does not interfere with the continuance of efficient operations in the Hospital. Such leave shall not be unreasonably withheld. It is agreed that not more than two (2) nurses can be absent at any one (1) time.

**ARTICLE F - BULLETIN BOARDS**

F-1 The Hospital will provide a bulletin board for the use of the Association in posting Association notices.

**ARTICLE G - PAY DAYS**

G-1 The Hospital agrees that all nurses will be paid on a bi-weekly basis. The direct deposit system will be mandatory for all employees.

G-2 Any errors in pay calculations caused by the Hospital, resulting in an amount in excess of two (2) hours pay at the nurses regular straight time hourly rate, will be paid by separate cheque within three (3) business days from the time of notification, unless waived by the affected nurse. All other errors will be corrected on the next pay.

**ARTICLE H - PAID HOLIDAYS**

H-1 The following shall be paid holidays:

New Year's Day	Canada Day
Family Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
2nd Monday in June	Boxing Day

H-2 Full-Time Only

A nurse who qualifies for a lieu day will be granted such day thirty (30) days before the holiday or within forty-five (45) days after the date on which the holiday was observed. Such lieu day will be scheduled in conjunction with a scheduled weekend off or days off at a mutually agreeable time between the nurse and the Director. Failing mutual agreement the lieu day will be scheduled by the Director.

H-3 Full-Time Only

Notwithstanding H - 2, a nurse may accumulate three (3) paid holidays at any one time during the calendar year. Such lieu days must be taken prior to March 31<sup>st</sup> of the following year.

H-4 Scheduling of a day off on the day of observation of a holiday will be distributed among the nurses as equitably as is reasonably practical.

H-5 Full-Time Only

For the purpose of determining her/his entitlement to a lieu day, the nurse who works the majority hours on the recognized holiday as provided herein, shall be entitled.

H-6 Premium pay as per Article 15.05 (full-time) and Article 15.08 (part-time) will be paid for all hours worked on the designated holiday.

H-7 Part-Time Only

The Hospital shall endeavour to schedule the nurses to work the weekend in conjunction with a scheduled paid holiday if it is available unless otherwise requested and vice versa. The Hospital shall endeavour to schedule the nurse off on the weekend if not scheduled to work the paid holiday unless otherwise requested.

**ARTICLE I – VACATION**

I-1 Vacation entitlement for full-time nurses will be based on the calendar year. Vacation cannot be taken in advance of being earned. The Hospital will allow nurses to carry one (1) week of their vacation over into the next year provided that carried over vacation is used prior to March 31<sup>st</sup>.

I-2 Vacation Pay for part-time nurses shall be based on the calendar year.

I-3 Vacation requested between December 15<sup>th</sup> and January 8<sup>th</sup> shall be granted as scheduling permits, according to seniority and on a rotational basis.

I-4 The Hospital shall give in conjunction with vacation time, either the weekend preceding the vacation or the weekend immediately following the vacation as days off at the request of the nurse.

- I-5 It is understood that vacation weeks are not necessarily continuous, however, the Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates, subject to the need to meet the operating requirements of the Hospital. The Hospital will not unreasonably deny vacations.
- I-6 A nurse may not take more than three (3) weeks' vacation in June, July, August, or September. Exceptional requests will be considered by the Hospital.
- I-7 All requests for vacation time applicable to the months of June through September inclusive shall be submitted by April 1<sup>st</sup> of each year. This vacation time shall be processed and posted by May 15<sup>th</sup>. Such requests shall be granted on the basis of seniority. Once posted, the schedule shall not be changed without the mutual consent of the nurse and Hospital. This is not applicable to requests submitted after April 1<sup>st</sup>. A nurse must have exercised her seniority rights prior to this posting period. Other requests for vacation shall be submitted in writing two (2) weeks in advance.

#### **ARTICLE J - SCHEDULING OF HOURS OF WORK**

J-1 The Hospital agrees to achieve and maintain the following regulations in the formulation of working schedules:

- (a) Schedules for nurses shall be posted at least four (4) weeks in advance and shall cover at least a six (6) week period. Requests for changes to the schedule will be submitted at least two (2) weeks prior to the time requested in writing. A nurse may be permitted to exchange her scheduled tours of duty with another nurse provided the arrangement is submitted in writing and is co-signed by the nurse willing to exchange tours. One (1) week's notice must be provided of such change except in extenuating circumstances. All such requests must be approved by the Director or designate. Such requests will be submitted during the Director's hours Monday to Friday. Such approval shall not be unreasonably withheld.
- (b) The Hospital will not schedule split tours.
- (c) A nurse will not be required to change tours of duty more than once during a work week, unless the nurse requests it.
- (d) Full-Time Only

The Hospital will schedule at least one (1) weekend off in two (2).

If a nurse is required to work on a second [2nd] consecutive and subsequent weekend, she will receive time and one-half (1½) for all hours worked on that weekend save and except where:

- i) Such weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or

- ii) such nurse has requested weekend work; or
- iii) such weekend is worked as the result of an exchange of shifts with another nurse.
- iv) Premium payable on weekends under this clause will be waived up to a maximum of one (1) weekend per nurse between December 15<sup>th</sup> and January 15<sup>th</sup> in order to accommodate Christmas and New Year's scheduling.

NOTE: A WEEKEND SHALL BE DEFINED AS APPROXIMATELY FIFTY-SIX (56) CONSECUTIVE HOURS OFF WORK DURING THE PERIOD FOLLOWING THE COMPLETION OF THE FRIDAY SHIFT UNTIL THE COMMENCEMENT OF THE MONDAY SHIFT.

(e) Part-Time Only

The Hospital will schedule at least one (1) weekend off in three (3) for nurses who fall under part-time commitment.

If a nurse is required to work on a third [3rd] consecutive and subsequent weekend, she will receive time and one-half (1½) for all hours worked on that weekend save and except where:

- i) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
- ii) such nurse has requested weekend work; or
- iii) such weekend is worked as the result of an exchange of shifts with another nurse.
- iv) Premium payable on weekends under this clause will be waived up to a maximum of one (1) weekend per nurse between December 15<sup>th</sup> and January 15<sup>th</sup> in order to accommodate Christmas and New Year's scheduling.

NOTE: A WEEKEND SHALL BE DEFINED AS APPROXIMATELY FIFTY-SIX (56) CONSECUTIVE HOURS OFF WORK DURING THE PERIOD FOLLOWING THE COMPLETION OF THE FRIDAY SHIFT UNTIL THE COMMENCEMENT OF THE MONDAY SHIFT.

(f) i) Full-Time Only

Nurses will not be scheduled to work more than seven (7) consecutive days. If a nurse works on an eighth [8th] subsequent day, she will receive premium pay for the days worked.

ii) Part-Time Only

Nurses will not be scheduled to work more than five (5) consecutive tours unless mutually agreed to.

- (g) i) A nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season unless the nurse requests otherwise, except in areas which are not normally required to work on weekends and statutory holidays. The normal scheduling conditions shall be waived to accommodate the special arrangement between December 15<sup>th</sup> and January 8<sup>th</sup>. For the purpose of this schedule, Christmas shall be defined as December 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup> and New Year's as December 31<sup>st</sup>, January 1<sup>st</sup> and January 2<sup>nd</sup>. Time off for Christmas and New Year's shall be posted four (4) weeks in advance.
- ii) By October 15th of each year, nurses shall submit in writing their preference of which shift to work as well as their preference to work either Christmas or New Year's. Such preference shall be taken into consideration by the Hospital. Time off over Christmas and New Year's shall alternate from year to year.
- iii) In the event that there is an opportunity to provide both Christmas and New Year's off, it will be given to the most senior nurse on a rotational basis upon request.
- (h) For the purposes of scheduling, the first [1st] shift of the day shall be Days.
- (i) No employee shall, except in an emergency or by agreement between two employees, be scheduled to work more than one full shift in a twenty-four (24) hour period.
- (j) There shall be a minimum of forty-eight (48) hours off work following night tours. This does not apply following a single night tour.

J-2 The evening shift shall be defined as all hours worked between 1500 hours and 2300 hours. The night shift will be defined as all hours worked between 2300 hours and 0700 hours.

J-3 The weekend premium referred to in Article 14.15 will be paid for each hour worked between 2300 hours Friday and 2300 hours Sunday.

J-4 Extended Tours

- (a) Where Extended Tours scheduling is implemented, the Hospital will evaluate on an ongoing basis the following criteria:
- i) adverse effect on patient care,

- ii) inability to provide a workable staffing schedule,
  - iii) any other reason which is neither unreasonable nor arbitrary.
- (b)
- i) No more than three (3) consecutive Extended Tours shall be scheduled unless agreed to by the nurse.
  - ii) At least one (1) Extended Tour off will be scheduled between tours.
  - iii) A weekend is defined as a minimum of five (5) consecutive Extended Tours off, which shall commence no later than 1900h on Friday at both the Haliburton Facility and **1900h** at the Minden Facility.
- (c) The Hospital will not schedule split tours.
- (d) A nurse may not be scheduled to change tours of duty more than once during a scheduled week.
- (e) The Hospital will provide at least every second [2nd] weekend off for full-time nurses.

If the full-time nurse is required to work on a second [2nd] and subsequent weekend, she will receive premium payment as defined in the Central Agreement for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:

- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - ii) such nurse has requested weekend work; or
  - iii) such weekend is worked as the result of an exchange with another nurse; or
  - iv) such weekend has been worked in accordance with a rotation that the Association and the Hospital have agreed to.
- (f) The Hospital will provide at least every third [3rd] weekend off for part-time nurses.

If the part-time nurse is required to work on a third [3rd] and subsequent weekend, she will receive premium payment as defined in the Central Agreement for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:

- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- ii) such nurse has requested weekend work; or

- iii) such weekend is worked as the result of an exchange with another nurse; or
  - iv) such weekend has been worked in accordance with a rotation that the Association and the Hospital have agreed to.
- (g) A minimum of four (4) consecutive tours off shall be scheduled following night shifts, unless otherwise agreed. This provision does not apply to part-time nurses who work a single night tour.
- (h) Nurses will receive three (3) rest periods and one (1) unpaid meal period.
- (i) The starting and stopping times of the Extended Tours will be:
- i) At Haliburton: 0700h to 1900h  
1900h to 0700h
  - ii) At Minden: 0700h to 1900h  
1900h to 0700h
- (j) A vote by secret ballot will be conducted by the Association prior to the implementation of Extended Tours.

If seventy percent (70%) of the nurses who vote indicate a desire to work Extended Tours, such scheduling shall be implemented.

In the event of a desire by either party to discontinue Extended Tours scheduling, ninety (90) days notice shall be given to the other party.

- (k) Nurses working Extended Tours shall have the option of banking three (3) lieu days to be taken as two (2) Extended Tours off using the time frames specified in H - 3.
- (l) Extended Tours

A nurse will be scheduled off work for not less than five (5) consecutive calendar days at either Christmas or New Year's season unless the nurse request otherwise, except in areas which are not normally required to work on weekends and statutory holidays. The normal scheduling conditions shall be waived to accommodate the special arrangement between December 15<sup>th</sup> and January 8<sup>th</sup>. For the purposes of this schedule, Christmas shall be defined as December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> and New Year's as December 31<sup>st</sup> and January 1<sup>st</sup>. Time off for Christmas and New Year's shall be posted four (4) weeks in advance.

J-5

Part-Time Only

The Hospital agrees to achieve and maintain the following regulations in the formulation of working schedules:

- (a) The Hospital agrees to schedule regular part-time nurses according to their commitment providing the work is available.

The initial scheduling of tours will be on an equitable basis.

All regular part-time nurses should be scheduled up to their committed hours.

Where extra non-premium tours become available, they should first [1st] be offered on the basis of seniority to regular part-time nurses, provided that no nurse will exceed her commitment as a result of being offered such extra tours where there are regular part-time nurses who have not yet been offered their commitment of shifts.

Where all regular part-time nurses have been given the opportunity to work up to their committed tours, extra non-premium tours will then be offered to regular part-time nurses on the basis of seniority.

- (b) Regular Part-Time Commitment

Part-time nurses will only be permitted to change their commitment once in every six (6) month period and must be submitted in writing to the Hospital.

Where extra hours become available after the posting of the schedule and commitment has not been reached, they will first be offered on an equitable basis, by seniority to Category "A" employees on the unit.

If the shift is still available it will then be offered to Category "B" employees on the unit on an equitable basis by seniority up to their commitment.

If the shift remains available it will be offered to job sharers by seniority.

Then if the shift remains available the shift will be offered by seniority to regular part-time employees of other units who have expressed interest.

Category "A"

The nurse must be available if required by the Hospital and her commitment in writing will include the following conditions:

- i) To be available one hundred and thirty-five (135) hours over a six (6) week posted rotation;
- ii) Available three (3) weekends out of six (6);
- iii) To be available for all shifts;

- iv) To be available to work not more than five (5) scheduled consecutive tours for an eight (8) hour shift, or three (3) scheduled consecutive tours for a twelve (12) hour shift, unless mutually agreed to;
- v) To be available to work either Christmas or New Year's and at least four (4) other paid holidays a year;
- vi) must give four (4) hours' notice if unable to work a scheduled evening or night tour and as much notice as is possible when working the day tour.

The ratio of Category "A" to Category "B" must be maintained at a minimum of 80% Category "A" to 20% Category "B" in each unit.

Category "B"

The nurse must be available if required by the Hospital and her commitment in writing will include the following conditions:

- i) To be available forty-five (45) hours over a six (6) week posted rotation;
- ii) Available two (2) weekends out of six (6);
- iii) To be available for all shifts;
- iv) To be available to work either Christmas or New Year's and at least two (2) other paid holidays a year;
- v) must give four (4) hours' notice if unable to work a scheduled evening or night tour and as much notice as is possible when working the day tour.

The ratio of Category "A" to Category "B" must be maintained at a minimum of 80% Category "A" to 20% Category "B" in each unit.

J-6

Part-Time Only

Four (4) Hour Tours

Where scheduled four (4) hour tours are required, Article J in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of four (4) hour tours to a minimum.
- (b) There shall be an equitable distribution of such tours among the part-time nurses.

- (c) No part-time nurse will be scheduled solely on tours of less than 7.5 hours in any pay period, except where such arrangements are requested by the nurse.
- (d) For nurses working tours of duty of less than 7.5 hours, no more than five (5) tours in a row shall be scheduled. If a nurse is required to work on a sixth [6th] consecutive and subsequent tour, then she/he will receive premium payment for each tour so worked until a day off is scheduled.

J-7 The parties agree to enter into discussion regarding Weekend Workers, Innovative Scheduling and/or Special Circumstance Scheduling as necessary in accordance with Article 13 of the Collective Agreement.

J-8 Lieu Time

Lieu time for accumulated overtime will be granted on a mutually agreeable day within forty-five (45) days after the accrual. Upon written request of the employee lieu time may accrue beyond the forty-five (45) day limit. When accumulation of thirty-seven and a half (37.5) hours is reached, the employee is required to make arrangements to take some or all of the accumulated time, unless mutually agreed otherwise. All lieu time will be paid within the fiscal year during which it has been accumulated. It is understood that scheduling of vacation time or paid holidays take precedence over lieu time for accumulated overtime.

**ARTICLE K - PRE-PAID LEAVE PLAN**

K-1 In accordance with Article 11.11 (c), no more than one (1) nurse may be absent at any given time.

**ARTICLE L - MODIFIED WORK**

L-1 When it has been medically determined that an employee is unable to return to full duties of her position due to a disability, the Hospital will notify and meet with a member of the Local Ontario Nurses' Association Executive to discuss the circumstances surrounding the employee's return to suitable work.

L-2 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

**ARTICLE M - ORIENTATION/EDUCATION**

M-1 At least fifty percent (50%) of orientation must be completed before new employees can be called to cover a shift unless mutually agreed to by the employee and the employer.

M-2 For employees working in Long Term Care:

- (a) An orientation and in-service program will be provided to all employees; these programs shall be reviewed and discussed from time to time by members of the Association-Management Committee.
- (b) When a new nurse is being oriented to the Hospital, the Hospital agrees to orient her on all shifts.
- (c) A newly employed employee shall not be placed in charge, or do ambulance transfers until she has been fully oriented to the Hospital and completed fifty percent (50%) of her orientation shifts or mutually agreed to by the employee and employer.
- (d) The following minimums shall be observed in the orientation/familiarization of a newly-hired employee:
  - i) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routine of employees in the Hospital.
  - ii) The period of orientation/familiarization shall be for a minimum of five (5) shifts for Long Term Care and six (6) shifts for Acute Care or such greater period that the Employer and employee deems necessary, based on employee needs.
  - iii) She shall be an additional employee to the usual staffing pattern.
  - iv) The employee or employees involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly-hired employee's personal file, which will be reviewed with such employee, and the employee shall also be able to comment.

**ARTICLE N – MISCELLANEOUS**

N-1 Jury and Witness Duty

The parties agree to determine the application of Article 11.06 on an individual basis.

N-2 Secondments

The parties agree to determine the terms and conditions of a secondment arrangement at the Hospital – Association Committee as required. The terms of any agreement reached are subject to the approval of the local, the Labour Relations Officer and the Employer.

N-3 The Employer shall reimburse an employee for reasonable damages to eye glasses, hearing aids, watches or clothing occurring as a result of resident action to a limit of one hundred and twenty dollars (\$120.00).

The Employer's liability shall not exceed one hundred dollars (\$100.00) per incident for other prescribed prosthetics.

N-4 Uniform Allowance

Employees will be permitted to purchase their own uniforms, the same to be of uniform style. Full-time employees shall receive a uniform allowance of ninety dollars (\$90.00) per year. Part-time employees shall receive a uniform allowance of seventy dollars (\$70.00) per year. Each allowance will be paid on April first of each year, provided the employee has completed his/her probationary period.

If by April 1<sup>st</sup>, an employee has not completed his/her probationary period, he/she will be given the uniform allowance upon completion of his/her probationary period.

N-5 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate interviewed for a ONA job posting will be notified within two (2) weeks of the decision being made and prior to the posting of the name of the successful candidate.

N-6 The Health Services will continue to afford an opportunity for nurses to request to work evenings or nights specifically. It is understood that such arrangements are not regarded as permanent. Should one of the parties (Hospital or Nurse) wish to discontinue such arrangement, notice will be given in writing to the specific Nurse Manager. A meeting will take place between the parties to discuss the request, any subsequent changes to the schedule and the effects on other nurse's schedules.

It is understood that a nurse who works nights or evenings specifically may be scheduled to work up to twenty (20) day shifts per year for purposes of instruction and evaluation.

Such scheduling will be by mutual agreement of the Nurse Manager and Nurse.

**ARTICLE O - BENEFITS**

O-1 Voluntary Part-Time Benefits – Process for payment

(a) The Employer agrees to provide permanent regular part-time nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17 (extended health care, dental plan, semi-private). It is understood and agreed that the part-time nurses who participate will assume the full cost of the monthly premiums.

- (b) Any part-time nurse who wishes to participate will provide full payment of the benefit premiums through payroll deductions.
- (c) The Employer will notify the Union each time the benefit costs are renegotiated by the Employer.
- (d) Such nurses may elect to opt in or out of the plans on an annual basis.

O-2 Retiree Benefits – Process for payment

- (a) Any bargaining unit nurse who retires and wishes to participate in the benefits plans as outlined in Article 17.01(h) will be invoiced in advance on a quarterly basis for one hundred percent (100%) of the premium payment.
- (b) The Employer will notify the Union each time the benefit costs are renegotiated by the Employer.

**ARTICLE P- MENTORSHIP OPPORTUNITY**

P-1 The hospital will provide notice to the Bargaining Unit President of all nurses who are involved in a mentorship plan.

Nurses interested in becoming a mentor in formal mentoring arrangements may indicate their interest in writing to their Nurse Manager.

**ARTICLE Q – Innovative scheduling**

Q-1 ONA Nurses or Nurse Managers wishing to initiate Innovative Scheduling as per Article 13.03 of the Central Agreement will abide by the following:

- (a) The initiating party will provide a written request to the Nurse Manager and the Bargaining Unit President. If a Nurse manager wishes to present a proposal for Innovative scheduling she shall first discuss it with the Bargaining Unit President.
- (b) A meeting will take place between the Bargaining Unit President, the Nurse Manager and the designated representative of the area requesting Innovative scheduling.
- (c) Discussion will include the type of Innovative Unit Scheduling requested, any necessary Central Hospital Agreement issues needing to be addressed, voting protocol if necessary, trial periods and any other relevant issues.
- (d) All schedules will be established by mutual agreement between the Union and the Hospital.

**SIGNING PAGE**

DATED AT \_\_\_\_\_, Ontario, this 18<sup>th</sup> day of Feb, 2009.

FOR THE EMPLOYER

[Signature]

[Signature]

[Signature]

X. Baird

FOR THE UNION

R. MacKay  
Labour Relations Officer

Nichole Dargatzis

S. Samsen

\_\_\_\_\_

**LETTER OF INTENT**

Between:

**HALIBURTON HIGHLANDS HEALTH SERVICES INC.**  
[hereinafter referred to as the "Hospital"]

And:

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

Re: Job Sharing

The parties agree that should a full-time position become vacant, each party will consider re-arranging the current schedule and implementing the following Job Sharing language.

The parties agree to the following terms and conditions of job sharing:

- 1) Job sharing requests with regards to full-time positions shall be considered on an individual basis and the Hospital shall reserve the right to determine the appropriateness of such arrangements.
- 2) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions must be posted and selection based on the criteria set out in the Collective Agreement. An incumbent full-time nurse wishing to share her position, may request to do so without having her half of the position posted. However, the other half of the job shared position must be posted and the selection based on the criteria set out in the Collective Agreement.
- 3) If one (1) of the job sharers leaves the arrangement her position will be posted. If there is no successful applicant to the position, the shared position will revert to a full-time position. The remaining nurse will have the option of continuing in the full-time position. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.
- 4) Posted schedules for the job sharers shall be based on the schedules that would apply to a full-time nurse holding that position. Such schedule shall conform with the scheduling provisions of the Full-Time Collective Agreement.
- 5) Total hours worked by two (2) job sharers shall be equal to one (1) full-time position. The schedule will be determined by the Hospital with consultation between the two (2) nurses and the Hospital. Job sharers shall be utilized to work additional tours outside of the tours of the full-time position in accordance with the scheduling method described in Article J - 1 (a).

**LETTER OF INTENT (Continued)**

6) In consultation with the Hospital, each job sharer may request an exchange of shifts with her partner as well as with other nurses in accordance with the Collective Agreement.

7) Illness, Vacation, Leaves of Absence:

As much as possible, both job sharers will cover the other's incidental illness, vacation and leaves of absence (e.g. pregnancy or parental leave). Otherwise the Director or designate must be notified to book alternate coverage.

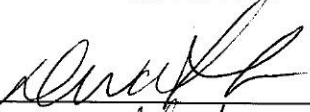
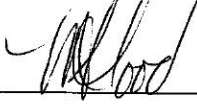

8) Discontinuation

Either party to the Collective Agreement 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.


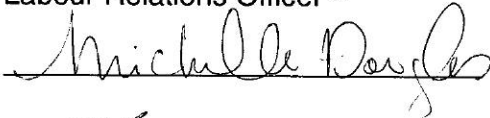

DATED AT MINDEN, ONTARIO, THIS 14TH DAY OF NOVEMBER, 1996.

Renewed at Haliburton, Ontario, this 23<sup>rd</sup> day of May, 2000  
Renewed at Haliburton, Ontario, this 25<sup>th</sup> day of October, 2001  
Renewed at Haliburton, Ontario, this 10<sup>th</sup> day of October, 2002  
Renewed at Toronto, Ontario, this 31<sup>st</sup> day of August, 2006  
Renewed at Haliburton, Ontario, this 20<sup>th</sup> day of August, 2007  
Renewed at Haliburton, Ontario, this 18<sup>th</sup> day of Feb, 2009.

FOR THE EMPLOYER

  
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\_\_\_\_\_  
K. Baird

FOR THE UNION

  
\_\_\_\_\_  
Labour Relations Officer  
  
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**MEMORANDUM OF AGREEMENT**

Between:

**HALIBURTON HIGHLANDS HEALTH SERVICES INC.**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Article 14.11 – Ambulance Escort – SUPERIOR CONDITION

The Hospital agrees to continue to pay one and one half (1½) times the nurses straight time hourly rate both coming and going. The Employer can require the R.N. to stay for the minimum 4 hours. If it is not busy the R.N. can decide to stay for the minimum 4 hours or can leave and be paid only the hours worked

Dated at Haliburton, Ontario this 23<sup>rd</sup> day of May, 2000.



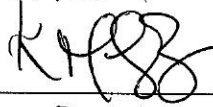
Renewed at Haliburton, Ontario, this 10<sup>th</sup> day of October, 2002.

Renewed at Toronto, Ontario, this 31<sup>st</sup> day of August, 2006.

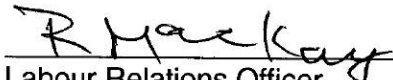
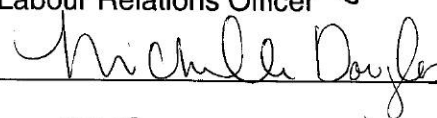

Renewed at Haliburton, Ontario, this 20<sup>th</sup> day of August, 2007.

Renewed at Haliburton, Ontario, this 18<sup>th</sup> day of Feb, 2009.

FOR THE EMPLOYER

  
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\_\_\_\_\_  
K. Baird

FOR THE UNION

  
\_\_\_\_\_  
Labour Relations Officer  
  
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**LETTER OF INTENT**

Between:

**HALIBURTON HIGHLANDS HEALTH SERVICES**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Scheduling Issues

- 1) The parties agree to convene a joint committee no later than six (6) months following ratification of this Agreement to address scheduling concerns which have arisen at Hospital-Association Committee meetings and during negotiations.
- 2) The Hospital agrees to pay for time spent during regular working hours for representatives of the Union attending such meetings with the Hospital.
- 3) The parties agree that this Letter of Understanding will be attached to the Collective Agreement.



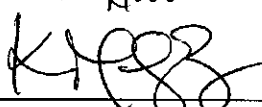
SIGNED AT Haliburton, ONTARIO, THIS 10<sup>th</sup> DAY OF October, 2002.

Renewed at Toronto, Ontario, this 31 of August, 2006.

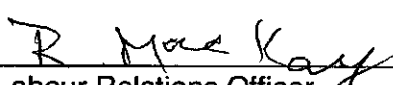
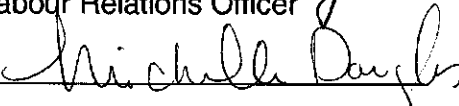
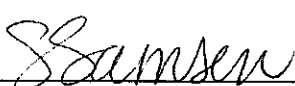
Renewed at Haliburton, Ontario, this 20<sup>th</sup> day of August, 2007.

Renewed at \_\_\_\_\_, Ontario this 12<sup>th</sup> day of Feb, 2009.

FOR THE EMPLOYER

  
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 \_\_\_\_\_  
 X. Baird

FOR THE UNION

  
 \_\_\_\_\_  
 Labour Relations Officer  
  
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**LETTER OF UNDERSTANDING .**

Between:

**HALIBURTON HIGHLANDS HEALTH SERVICES**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Standby Scheduling




The parties agree to the following:

- (a) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit and/or any significant changes in unit standby scheduling practices.
- (b) Part-time staff shall put their preference for standby shifts in writing one week (7 days) prior to the date the schedule is to be posted. If there is no indication of preferred dates, the shifts will be assigned equitably.
- (c) Standby shifts will be reflected on the posted schedule.
- (d) Nurses scheduled for standby shall be provided with beepers, if required.
- (e) The Hospital shall endeavour to equitably distribute standby duty for paid holidays and long weekends on a rotating basis.
- (f) When a nurse is called in from standby the hospital will not require the nurse to return to regular duties without at least eight (8) hours of time off. Where such time off extends into the nurse's next regular scheduled shift she or he will maintain his or her regular earning, seniority and service for that full shift.
- (g) The maximum number of shifts and stand-by that a Nurse can work and not attract premium payment is three (3) twelve (12) hour shifts consecutively.

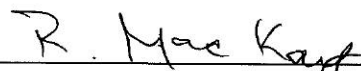
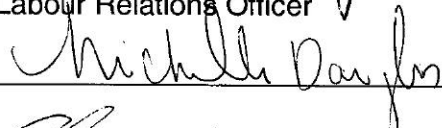

Renewed at Haliburton, Ontario, this 20<sup>th</sup> day of August, 2007.

Renewed at Haliburton, Ontario this 18<sup>th</sup> day of Feb, 2009.

FOR THE EMPLOYER

  
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 \_\_\_\_\_  
 K. Baird

FOR THE UNION

  
 \_\_\_\_\_  
 Labour Relations Officer  
  
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