

LOCAL PROVISIONS

Between:

**HEADWATERS HEALTH CARE CENTRE
(Formerly Dufferin-Caledon Health Care Corporation)
(hereinafter referred to as the "Employer")**

And:

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

**Combined
FULL-TIME and PART-TIME**

Expiry Date: March 31, 2011

TABLE OF CONTENTS

APPENDIX 3..... 3
SALARY SCHEDULE 3
SUPERIOR BENEFITS..... 5
ARTICLE A – RECOGNITION 5
ARTICLE B - MANAGEMENT FUNCTIONS 6
ARTICLE C - ASSOCIATION REPRESENTATION 6
ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS - (LOCAL)..... 7
ARTICLE E - HOURS OF WORK – SCHEDULING..... 7
ARTICLE F - PAID HOLIDAYS16
ARTICLE G – VACATIONS.....17
ARTICLE H – GENERAL19
ARTICLE I - PRE-PAID LEAVE20
ARTICLE J - JOB SHARING.....20
ARTICLE K - MODIFIED WORK.....21
ARTICLE L - EXTENDED TOURS22
ARTICLE M – VIOLENCE IN THE WORKPLACE23
LETTER OF UNDERSTANDING25
Re: Innovative Unit Scheduling25
LETTER OF UNDERSTANDING26
Re: Unit Weekend Schedule26
LETTER OF UNDERSTANDING27
Re: Voluntary Part-time/Retiree benefits27

APPENDIX 3
SALARY SCHEDULE

FULL-TIME REGISTERED NURSE SALARY RANGES:

	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

REGISTERED NURSE – FIRST ASSISTANT:

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	31.00	31.93	32.89
1 Year	31.45	32.39	33.36
2 Years	31.98	32.94	33.93
3 Years	33.54	34.55	35.59
4 Years	35.14	36.19	37.28
5 Years	37.12	38.23	39.38
6 Years	39.09	40.26	41.47
7 Years	41.09	42.32	43.59
8 Years	44.04	45.36	46.72
25 Years	44.80	46.14	47.52

GRADUATE NURSE/TEMPORARY CERTIFICATE:

	<u>Effective</u> <u>April 1, 2008</u>	<u>Effective</u> <u>April 1, 2009</u>	<u>Effective</u> <u>April 1, 2010</u>
	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
Start	24.91	25.66	26.43
1 Year	25.29	26.05	26.83
2 Years	25.68	26.45	27.24
3 Years	26.96	27.77	28.60
4 Years	28.24	29.09	29.96
5 Years	29.83	30.72	31.64
6 Years	31.43	32.37	33.34
7 Years	33.03	34.02	35.04
8 Years	35.04	36.09	37.17
25 Years	35.64	36.71	37.81

SUPERIOR BENEFITS
AWARDED BY THE CENTRAL ARBITRATION AWARD DATED OCTOBER 23, 1981

Clause # Applicable clause from existing Collective Central Award Agreement

(Full-time & Part-time)

12.02 20.04 Nurses with eight (8) years of continuous service who terminate their employment for any reason other than for just cause, will be permitted to cash out fifty percent (50%) of their sick leave bank to a maximum of sixty (60) days.

(Part-time Only)

15.01 Note 17.03 If a part-time nurse works on a designated holiday as listed in the Appendix to this Collective Agreement, she/he shall be paid at time and one-half (1^{1/2}) his/her regular straight time hourly rate for all hours worked on such holiday. Where, in addition, she/he is required to work additional hours following his/her full tour on that day (but not including hours on a subsequent regularly scheduled shift for such nurse), she/he shall receive two (2) times his/her regular straight time hourly rate for such additional hours worked.

(Part-time Only)

16 Note 18.05 Vacation pay for casual part-time Nurses shall be based on earnings from July 1st to June 30th and shall be paid at six percent (6%) of earnings. Part-time Nurses shall be granted three (3) weeks time off annually for vacation purposes and such vacations must be taken no later than the end of the year in which they are earned.

ARTICLE A – RECOGNITION

A.1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses engaged in a nursing capacity by the Headwaters Health Care Centre save and except Supervisor and person above the rank of supervisor.

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

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

ARTICLE B - MANAGEMENT FUNCTIONS

- B.1 The Association recognizes that the management of the Employer and the direction of the working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the provisions of this agreement and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service;
 - (d) generally to manage the operation that the Employer is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, and equipment in connection therewith;
 - (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this agreement.
- B.2 These rights shall not be exercised in a manner inconsistent with the provisions of this agreement.

ARTICLE C - ASSOCIATION REPRESENTATION

- C.1 There shall be eleven (11) union representatives from the Hospital. The Bargaining Unit President or designate shall inform the Hospital of the names of the Union representatives.
- C.2 There shall be a Grievance Committee of three (3) nurses. This Committee shall consist of at least two (2) members of the Executive of the Association or a nurse representative of the Orangeville Site, and one (1) member of the Executive of the Association or a nurse representative of the Shelburne Site.
- C.3 There shall be a Negotiating Committee of not more than four (4) nurses; one of whom shall be from the Shelburne Site and three (3) shall be from the Orangeville site, one of whom shall be part-time, plus one (1) ONA Labour Relations Officer. There shall be an equal number of representatives from the Hospital.
- C.4 There shall be a Hospital-Association Committee composed of three (3) representatives of the Union, which will include two (2) union representatives from the Orangeville site and one (1) union representative from the Shelburne

site and three (3) representatives from the Hospital, two (2) of which will include the Chief Nursing Officer or designate, a Human Resources representative, plus one (1) other management representative.

C.5 There shall be a Professional Development Committee as per Article 9.02 of the Central collective agreement and shall consist of two (2) union representatives from the Headwaters site, one (1) union representative from the Shelburne site and three (3) representatives from the Hospital, two (2) of which include the Chief Nursing Officer or designate, a Human Resources representative plus one other management representative.

C.6 The interview of newly hired nurses, as required in Clause 5.06, shall take place during the orientation period, at a mutually agreeable time.

The Hospital will notify both Bargaining Unit Presidents in writing of the date, time and name of the RNs attending.

C.7 Hospital-Association Meetings

The Bargaining Unit President, or designate, will identify to the Hospital which committee members require payment under Article 6.03 (e) at each H.A.C. meeting.

ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS - (LOCAL)

D.1 Leaves of absence for Union business shall be granted to a maximum of eighty (80) days in any calendar year, to be utilized at either site. It is agreed that no more than two (2) nurses shall be off from any one unit for the purpose of attending the same meeting.

Requests for additional days will be considered on an individual basis and will not be unreasonably denied.

D.2 The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, 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 E - HOURS OF WORK – SCHEDULING

E.1 The day shift will be considered to be the first shift of the day.

An afternoon or night shift shall be deemed to be any shift in which the majority of hours worked fall between 1600 and 0800.

Definition of Day Shift:

0730 – 1530 hours

Definition of Evening Shift:

1530 – 2330 hours

Definition of Night Shift:

2330 – 0730 hours

E.2 The Employer will endeavour to schedule nurses such that they work not more than two (2) shifts (i.e. days/evenings or days/nights) unless mutually agreed.

E.3 (a) Nurses will not be required to work more than six (6) consecutive days, and/or should not be required to rotate more than two (2) shifts, that is days/evenings and/or days/nights, unless either is requested by the nurse in writing to his/her immediate supervisor. In the event that a nurse is required to work more than six (6) consecutive days, she/he will receive premium payment as determined by the Central Document for every consecutive day worked after the sixth day;

(b) The regular schedule shall provide for a minimum of forty-seven (47) hours time off when a tour of duty is changed following night duty. In the event that this regulation is not adhered to, the nurse will be paid premium payment, as determined by the Central Document, for the first tour worked.

(c) An annual schedule of schedule posting dates will be developed at the Hospital Association Committee.

Master Schedules will not be changed without prior consultation with the bargaining unit.

A master schedule of an individual nurse will not be changed without prior personal notification.

(d) "Requests for change in posted time schedules must be submitted by the nurse willing to exchange days or tours of duty. Such request for change must be authorized by the Program Director or his/her designate in order to be effective." Such approval shall not be unreasonably withheld.

If submitted and co-signed/computer verified within two weeks of the shift exchange, such request for change is deemed effective, unless the Program Director or designate notifies otherwise within one (1) week of the submission date. Other requests will be considered on an individual basis and responded to as soon as possible by the Program Director or designate.

It is understood that such change in a tour of duty initiated by the nurse and approved by the Employer shall not result in overtime payment to any of the nurses affected by such change.

- (e) A weekend is defined as being fifty-six (56) hours off during the period following completion of the Friday day shift until the commencement of the Monday day shift.
- (f) Part-time and Full-time nurses will be able to take overtime hours as lieu time. Lieu banks will not exceed seventy-five (75) hours with the condition that the Employer can pay down a lieu bank in excess of thirty-seven and a half (37.5) hours to thirty-seven and a half (37.5) hours at the end of the fiscal year, i.e. March 31.

E.4 (Full-time Only)

- (a) The Employer shall provide nurses with every second weekend off except for the months of July and August during which the Employer will endeavour to provide nurses with every second weekend off and shall provide them with at least every third weekend off.

(Full-time Only)

- (b) The regular schedule shall provide for a minimum of twenty-four (24) hours between the starting time of one (1) scheduled tour and the starting time of the next scheduled tour, when changing tours except in an emergency. In the event that this regulation is not adhered to, the nurse will be paid premium payment, as determined by the Central Document, for the first tour worked.

E.5 (Full-time and Part-time)

- (a) All full-time and regular part-time nurses will be available to work either Christmas or New Year's.
- (b) A nurse will be entitled to up to five (5) consecutive days off at either Christmas or New Year's unless mutually agreed otherwise. In the event that a nurse is scheduled off work for less than five (5) consecutive days, at either Christmas or New Year's, she/he will be paid premium payment, as determined by the Central Document, for all days worked less than the five (5).
- (c) The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15th and January 15th.
- (d) For this purpose, Christmas is defined as December 24, 25, 26 and New Year's is defined as December 31, January 1 and January 2.
- (e) Christmas and New Year's holidays will be alternated unless mutually agreed otherwise by the Employer and the nurse, in writing.
- (f) Full-time
 - (i) Where the schedule in place on a unit results in at least one nurse having both Christmas and New Year's off, the Employer will endeavour to grant, on a rotational basis, the double holiday to the most senior full-time nurse.

- (ii) If she/he declines, the next most senior full-time nurse is offered; and the former is bumped to the end of the list for purposes of this clause only.
- (iii) The next time that a double holiday is available, the most senior full-time nurse who has not had a double holiday is offered. If she/he declines, the next most senior full-time nurse who has not had a double holiday is offered.

(g) Full-time and Regular Part-time

- (i) Where the schedule results in two (2) nurses having both Christmas and New Year's off, the Employer will endeavour to grant, on a rotational basis, one double holiday to the most senior full-time nurse and one double holiday to the most senior regular part-time nurse.
- (ii) If she/he declines, the next most senior full-time and/or regular part-time nurse, as the case may be, is offered and the former is bumped to the end of the list for purposes of this clause only.
- (iii) The next time the schedule results in two (2) nurses having both Christmas and New Year's off, the most senior full-time nurse and the most senior regular part-time nurse who have not had a double holiday previously is offered.

E.6

(Part-time Only)

- (a) A regular part-time nurse shall commit him/herself to be available at least two (2) weekends in four (4).

(Part-time Only)

- (b) Casual part-time nurses will declare on a bi-weekly basis their availability for work on specified days for the next two week period. A casual part-time nurse who declares him/herself available for any tour and later becomes unavailable for work shall notify the Employer as soon as the change in circumstances becomes known.

(Part-time Only)

- (c) All available pre-scheduled shifts shall be distributed by seniority up to their commitment among the regular part-time in each unit over a two (2) week pay period.

If an additional number of shifts are left over after scheduling all regular part-time nurses on the unit up to their commitment, such additional shifts shall be offered by equitable distribution according to the processes in E.7.

- (d) The hospital will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of equitable distribution by seniority, subject to the following process:
- (i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the hospital;
 - (ii) A tour will be deemed to have been offered whenever a call is placed and the result of the call is recorded. A reasonable opportunity will be provided to return the telephone call and respond to the offer;
 - (iii) It is understood that the hospital will not be required to offer tours which would result in overtime premium pay;
 - (iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the hospital are made;
 - (v) Provided they are qualified, regular part-time and casual nurses may submit their availability to work additional tours to more than one unit. All such tours will be offered on the basis of seniority.
 - (vi) Where distribution of shifts is equal, the additional shift shall be offered by seniority until commitment, then offered singly on a seniority basis and distributed accordingly.

E.7 (Part-time Only)

- (a) The Employer will endeavour to schedule the Friday evening tour to a nurse who is to work other shifts on that weekend, provided this does not put this nurse into premium pay.
- (b) The parties agree that when additional shifts are offered to regular part-time nurses on the unit, on the basis of seniority that the following guideline will be used for determining a reasonable time to respond to the offer of an additional shift prior to moving to the next most senior nurse on the seniority list.

Call in Guidelines:

1. The following process applies to part-time only.
2. Call in of staff is carried out according to contract guidelines.
3. However, as the available shift becomes more imminent, use the table below to replace by first availability.
4. During dayshift on the day on top row of table, hospital staff responsible for scheduling will be able to call in by contract language but there is no requirement to wait for return calls in order to....

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
...staff Until Tuesday End of dayshift	...staff Until Wednesday End of Day shift	...staff Until Thursday End of Day shift	...staff Until Friday End of Day shift	...staff Until Saturday End of Evening shift	...staff Until Monday End of Day shift	...staff Until Tuesday End of Night shift

E.8 (Full and Regular Part-time)

The regular schedule shall provide for a minimum of sixteen (16) hours between the starting time of one (1) scheduled tour and the starting time of the next scheduled tour, when changing tours except in an emergency. In the event that this regulation is not adhered to, the nurse will be paid premium payment, as determined by the Central Document, for the first tour worked.

(Full-time Only)

- E.9 (a) A nurse will receive premium payment as determined by the Central Document for all hours worked on a second and subsequent consecutive weekend 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 nurse has requested weekend work exclusively; or
 - iv) such weekend is worked as the result of an exchange of shifts with another nurse.

(Part-time Only)

- E.10 (a) A nurse will receive premium payment as determined by the Central Document for all hours worked on a third and subsequent consecutive weekend 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 nurse has requested weekend work exclusively; or
 - iv) such weekend is worked as the result of an exchange of shifts with another nurse.

E.11 Stand-by

- (a)
 - i) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on their unit.
 - ii) Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby.
- (b) Standby assignments shall be posted at the same time as the tours of duty schedules. Nurses shall be permitted to exchange their standby assignments.
- (c)
 - i) A full-time nurse 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) Full-time or part-time nurse will not be scheduled for any combination of tours and/or standby for three consecutive weekends.
- (d) Employees scheduled for stand-by shall be provided with beepers/communication devices.
- (e) The Hospital will provide a secure sleeping area for employees scheduled for stand-by.
- (f) Standby will not be scheduled on a night before a scheduled day shift unless otherwise agreed to by the employee.
- (g) Where an employee has been called in from standby and worked the hours after 2400 hours, such employee will not be required to work the day shift unless she/he does so by mutual agreement between the employee and hospital.

E.12 Regular Part-time Commitment

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

- (a) Available to work 37.5 hours per pay period.
- (b) To work as required in all areas of the Hospital
- (c) To be available to work five (5) tours either Christmas or New Year's. (For this purpose Christmas is defined as December 24, 25, 26 and New Year's is defined as December 31, January 1, 2).
- (d) To be available to work during the months of June to September inclusive and to take no more than three (3) weeks of vacation during this time.
- (e) If additional tours or work become available, four (4) hours or more before the available shift, regular part-time nurses will be contacted according to seniority prior to casual nurses.

E.13 All available pre-scheduled shifts will be distributed by seniority up to their commitment among the regular part-time in each unit over a 2 week pay period.

Any RPT who has not been pre-scheduled up to their commitment will be called for all shifts until they have worked up to their commitment. Once all RPT nurses have worked up to their commitment, the Hospital will offer unscheduled shifts to part-time nurses on the unit equitably, subject to the following order:

- (a) Full-time Clinical Nurse Team
- (b) Regular Part-time on the unit.
- (c) Job sharers on the unit.
- (d) In the Emergency, Labour & Delivery and the Intensive Care Unit, casual nurses specific to those units who do not work in any other unit. In all other areas of the Hospital, RPT nurses will be called by seniority.
- (e) Casual nurses.

E.14 Tours of Less Than 7.5 Hours

Where tours of less than seven point five (7.5) hours are required, Article E in its entirety applies except where amended by the following:

- (a) The Employer will endeavour to keep the number of tours of less than seven point five (7.5) hours to a minimum.
- (b) Nurses working less than 7.5 hour tours shall be granted the appropriate paid rest period.
- (c) Management will not impose a schedule/posting where a part-time nurse(s) will be scheduled solely on tours of less than 7.5 hours, without prior consultation with the Association in an effort to minimize the adverse affects on the part-time nurse(s).
- (d) For nurses working tours of duty of less than 7.5 hours, no more than five (5) shifts 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 shift so worked until a day off is scheduled.

E.15 Four Hour Tours

Where a part-time employee is scheduled to work a four (4) hour tour, Article E will apply except as amended by the following:

- (a) The Hospital will endeavour to keep the number of four (4) hour tours to a minimum.
- (b) The employees working four (4) hour tours shall be entitled, subject to the exigencies of patient care, to a 15 minute relief period. The Employee will be paid four (4) hours, which consist of 3.75 hours worked and one 15 minute relief period.

- (c) Four (4) hour tours shall be distributed equitably among part-time employees on the unit, except where such arrangements are requested by the employee or by the job posting process.

E.16 Six Hour Tours

Where a part-time employee is scheduled to work a six (6) hour, Article E will apply except as amended by the following:

- (a) The Hospital will endeavour to keep the number of six (6) hour tours to a minimum.
- (b) The employees working six (6) hour tours shall be entitled, subject to the exigencies of patient care, to a 15 minute relief period. The Employee will be paid 5.5 hours, which consist of 5.25 hours worked and one 15 minute relief period and one 30 minute unpaid meal break.
- (c) Six (6) hour tours shall be distributed equitably among part-time employees on the unit, except where such arrangements are requested by the employee or by the job posting process.

E.17 Ten Hour Tours

The terms and conditions of extended tours will apply except as amended by the following:

- (a) For employees working ten (10) hour tours, a regular tour shall be averaged to 9.375 paid hours exclusive of a thirty seven and one half (37.5) minute unpaid meal break.
- (b) Employees shall be entitled, subject to the exigencies of patient care to relief periods to a total of thirty seven and one half (37.5) minutes.
- (c) In the event the employee works beyond the scheduled tour, premium payment shall apply for all hours in excess of that ten (10) hour tour.

E.18 Scheduling Committee

The parties agree that there will be an ad hoc unit specific ONA scheduling committee comprised of Union and Management representatives, the Union Representative, as appointed by the Bargaining Unit Executive and the Management Representative, as appointed by management.

Any changes will be forwarded to the Hospital Association Committee for their information.

When the Hospital contemplates a change to the Master Schedule, the Hospital shall notify the ONA Bargaining Unit President or designate and the nurses on the affected units within fourteen (14) days and a meeting of the Unit Scheduling Committee shall be held within thirty (30) days.

E.19 Unit Schedules, including both extended tours and regular tours (Hybrid schedules)

Where a vote for the introduction of extended tours under Article "L" is unsuccessful, and the Employer and the Union agree to implement extended tours, for those nurses on the unit who agree to extended tours, in conjunction with the regular tours, the Union and the Employer will meet to discuss the implementation of a hybrid schedule on a unit by unit basis.

A schedule will be developed with the assistance of the Union with the intent to pilot it for (6) six months. After completing the pilot, the Employer and the Union will meet to discuss the permanent implementation or discontinuation of, the Hybrid schedule on a unit basis.

- E.20 (a) Available work will be offered as entire tours (8 or 12 hours) and will not be split until all straight time options and seniority call lists are exhausted, and no one is available for a full shift.

ARTICLE F - PAID HOLIDAYS

- F.1 The following shall be recognized as holidays:

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

- F.2 The Employer shall, consistent with the efficient operation of the Employer, provide for an equitable distribution among the nurses in the scheduling of paid holidays.

(Full-time Only)

- F.3 Lieu Days

- when a nurse works on a holiday
- when a paid holiday is observed during a nurse's vacation period
- when a paid holiday is observed on a nurse's regular day off

Lieu time off shall be scheduled within forty-five (45) days before or after the day on which the holiday is observed.

Employees will not be permitted to accumulate more than two lieu days. The Employer reserves the right of approval for the scheduling of lieu days but will endeavour to schedule such lieu days with a nurse's regular weekend off, at a mutually agreeable time.

(Full-time Only)

- F.4 A nurse scheduled to work the weekend in conjunction with a paid holiday shall have the option to work the paid holiday if work is available and vice versa, a nurse who is not scheduled to work the weekend shall have the option of not working the paid holiday.

(Part-time Only)

- F.5 The Employer shall endeavour to implement a schedule wherein, a nurse scheduled to work the weekend in conjunction with a paid holiday shall have the option to work the paid holiday if work is available and vice versa, a nurse who is not scheduled to work the weekend shall have the option of not working the paid holiday.

ARTICLE G – VACATIONS

- G.1 (a) It is understood and agreed that vacation weeks are not necessarily continuous, however, the Employer will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates, subject to the right of the Employer to operate the Hospital in an efficient manner;
- (b) i) Vacation preferences will be submitted by the nurse to the Immediate Supervisor, in writing by March 15 and vacation requests will be verified by April 15 and posted at the next regularly scheduled posting time.
- ii) If no preference is submitted by a nurse, his/her vacation period will be allotted by the Immediate Supervisor after consultation with the nurse in question and with due consideration being given to departmental operations. Requests for vacation outside of prime time will be considered on a first come first serve basis and will be submitted at least three (3) weeks prior to the posted schedule and the reply will be given within seven (7) days of such request, applicable to both sites.
- (c) In the event of scheduling conflicts resulting from requests submitted in accordance with the provisions of Article G-1 (b), seniority shall govern.
- In determining the number of full-time and part-time nurses granted vacation, the full-time and part-time quota shall be considered separately.
- (d) i) Only nurses covered by the Collective Agreement will be included in the number of nurses allowed off during the summer months;
- ii) Earned vacation may be taken either singly, in groups of days or in periods of one (1) week or more.

It is understood that 50% of the nurse's earned vacation shall be in blocks of one (1) week or more.

The Employer retains the right of approval for all vacation day(s) scheduled.

- iii) Where a nurse commences his/her vacation on a Monday, the Employer will endeavour to grant the weekend immediately preceding the vacation or the weekend at the end of the vacation as days off for at least one period of vacation during the vacation year at the nurses' request.

- G.2 The vacation year for all nurses shall start and end with final pay ending in June. Anniversary date shall be used to determine vacation entitlement which shall be calculated and adjusted, if necessary at the end of the vacation year. Vacation must be taken by the end of the vacation year unless carried over by mutual agreement.
- G.3 Nurses will be limited to taking three (3) weeks vacation during prime time. Prime time being July and August.
- G.4 Vacation quotas set by the Employer shall not be unduly restrictive. These quotas will be posted by the Employer by March 1st of each year.

(Part-time Only)

- G.5 A regular part-time nurse who has a minimum of one (1) year of continuous service shall be granted three (3) weeks' vacation time off annually. A regular part-time nurse who has a minimum of two (2) years of continuous service shall be granted four (4) weeks vacation time off annually.

(Part-time Only)

- G.6 Part-time nurses shall be granted vacation time off annually in accordance with the full-time Collective Agreement, Article 16 - Vacation and Article 10 - Seniority of the part-time Collective Agreement.

(Part-time Only)

- G.7 Vacation pay for part-time nurses shall be paid on every pay period.
- G.8 The Employer will endeavour to schedule the weekend off before and after a nurse's holiday. The parties agree the Hospital must meet the operational requirements of the organization and therefore may not be able to always achieve this goal.

G.9 Supplementary Vacation

Full-time nurses entitled to supplementary vacation pursuant to Article 16.01(f) of the central Collective Agreement will request such vacation as per Article G. Unused supplementary vacation will be carried over to the following vacation year(s).

Part-time nurses entitled to supplementary vacation pursuant to Article 16.06 of the central Collective Agreement will request such vacation as per Article G.

The part-time nurse shall receive an additional two percent (2%) vacation pay in the year it is achieved, for a period of one year.

ARTICLE H – GENERAL

- H.1 A nurse must notify his/her Supervisor, as soon as possible, and at least two (2) hours prior to the beginning of the nurse's day shift and four (4) hours prior to the beginning of the nurse's evening or night shift that she/he is unable to work due to illness. A nurse who is absent in excess of three (3) consecutive days shall advise the Employer of his/her expected date of return at least twenty-four (24) hours prior to returning to work. Should she/he fail to provide such notice, the Employer may delay his/her actual return to work by one (1) scheduled tour.
- H.2 A copy of the seniority list will be filed with the President/Contact of the Local Bargaining Units and posted in the months of January and July or upon reasonable request.
- H.3 (a) The Hospital shall provide the Union with access to a glassed, lockable bulletin board for the posting of Union material. The Hospital shall provide a key to the Bargaining Unit President for each site.
- (b) The Hospital will provide ONA Local 124, with a locked file cabinet, at the Shelburne site, to keep ONA documents.
- H.4 Pay Cheques
- Wages will be available on Friday of every second week at 1300 hours. Any regular earnings omitted on a pay cheque in excess of one day's pay, which is not caused by the nurse's error, shall be paid to the nurse within three working days from the time of issuance.
- H.5 In this Agreement "Bargaining Unit" refers to the Local of the Ontario Nurses' Association at Orangeville and Shelburne, namely Local 124.
- H.6 Copies of the ONA Central and Local Agreements shall be on file at each nursing station and each member of the bargaining unit shall receive a copy.
- H.7 The parties agree to discuss and implement – when mutually agreed – any enabling language as agreed centrally – at any time during the term of the current collective agreement. Any of these issues will be discussed at the Hospital Association meeting. Prior to implementation an ONA Labour Relations Officer must review and sign off any agreement.
- H.8 Notification to Unsuccessful Job Applicants
- The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.

The Employer shall post monthly on the ONA bulletin board a list of the successful candidates for job postings, with unit, FT/RPT/casual status and posting number and shall provide a copy to the Bargaining Unit President and Vice-President monthly.

H.9 Retiree Benefits – Process for Payment (Full-time 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 post-dated cheques provided on a monthly basis.

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

The Employer will notify the Union of the benefit costs to retired nurses annually, and each time the benefit costs are renegotiated by the Employer.

ARTICLE I - PRE-PAID LEAVE

I.1 The number of nurses eligible to participate in the pre-paid leave plan in any given year will be no more than two (2) full-time nurses and four part-time nurses and not more than one (1) nurse per unit at each site.

I.2 General Representation:

The Employer will provide up to 7 days per year of paid time for Bargaining Unit President coverage to attend on going bargaining Unit issues, meetings, representations, and any ONA business generated by the Employer.

I.3 Educational Days

The Employer will reimburse all members for Professional Development Days that are mandatory.

ARTICLE J - JOB SHARING

The parties mutually agree to implement job sharing. The Employer shall not arbitrarily or unreasonably refuse to implement job sharing.

J.1 Job Sharing requests with regard to full-time positions shall be considered on an individual basis.

J.2 Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) nurses and the Program Director of the Unit. Job sharers shall not be requested to work any tours outside of the tours of the full-time position.

J.3 The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.

- J.4 Each job sharer may exchange shifts with his/her partner, as well as with other nurses as provided by the Collective Agreement.
- J.5 The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- J.6 It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Program Director, or designate, must be notified to book coverage. Job sharers are not required to cover their partner during prolonged sick leave, extended absences, or vacation. Job sharers are not responsible for arranging coverage for their position during such absences.
- J.7 Where a job sharer is going to be absent, other part-time nurses shall be offered the additional tours.
- J.8 All other provisions covering job sharing are contained in the central Part-time Agreement.
- J.9 Implementation
- Where the job sharing arrangement arises out of 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.
- J.10 An incumbent full-time nurse wishing to share his/her position, may do so without having his/her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- J.11 If one of the job sharers leaves the arrangement, his/her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the position must be posted in accordance with the Collective Agreement.
- J.12 Discontinuation
- Either party may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE K - MODIFIED WORK

- K.1 The Employer will notify the President/Contact of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.

- K.2 When it has been medically determined that an employee is unable to return to the full duties of his/her position due to a disability, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the applicable Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- K.3 The Employer agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board.

ARTICLE L - EXTENDED TOURS

The Employer will maintain and achieve the following objectives in the information of extended working schedules:

- L.1 An extended tour shall be introduced into any unit when:
- (a) seventy (70) percent of those nurses in the unit who vote by secret ballot; and
 - (b) the Employer agrees to implement the extended tour; such agreement shall not be withheld in an unreasonable or arbitrary manner.
- L.2
- (a) Subsequent to the initial vote, a trial period of at least 6 months will take place.
 - (b) Subsequent to the trial period, a second vote will be taken.
 - (c) All nurses on the unit must then work the extended tour schedule during the trial period and thereafter.
- L.3 An extended tour may be discontinued in any unit when:
- (a) fifty percent (50%) of those nurses in the unit who vote by secret ballot; or
 - (b) the Employer because of
 - i) adverse effects on patient care,
 - ii) inability to provide a workable staff schedule, states its intention to discontinue the extended tour in the schedule.
 - (c) where the Employer wishes to do so or other reasons which are neither unreasonable or arbitrary,
- L.4 When notice of discontinuation is given by either party in accordance with Article L.3 above, then:
- (a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and

(b) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

- L.5
- (a) Nurses will be asked to work no more than four (4) consecutive days except by mutual consent, followed by at least two (2) consecutive days off.
 - (b) The Employer will schedule alternate weekends off duty.
 - (c) Nurses will not be scheduled single days off or on duty unless by mutual consent.

L.6 12 Hour Tours

Where a part-time employee is scheduled to work a 12 hour tour, article E will apply, expect as amend by the following:

- a) No more than three twelve (12) hour tours will be worked consecutively, except by mutual agreement by the member and the employer.

ARTICLE M – VIOLENCE IN THE WORKPLACE

Philosophy: In keeping with the Employer’s Mission, Vision and Value Statements which call for respect and understanding, it is the philosophy of this Employer not to tolerate or condone violence against staff and to provide support for victims of violence and/or abuse.

Procedure: In order to achieve the above policy, the following procedure is observed:

1. The Employer is committed to provide a safe and secure working environment and promotes staff awareness of dealing with violent behaviour.
2. The Manager or designate ensures that patients with violent tendencies are identified to all staff who may come in contact with them.
3. Incidents of violence or abuse are reported to the Manager or designate and to the Health & Safety Committee. Incident reports are completed as per Employer’s policy.
4. Security or police assistance is summoned by the Manager or designate when there is evidence of unacceptable risk.
5. Staff subject to violence are provided with medical assistance and/or emotional support and legal rights counselling through their Manager or designate, EAP, pastoral care, crisis intervention unit, or Occupational Health, as chosen by the staff member, in strictest confidentiality.
6. The Manager or designate insures that the debriefing is completed for those directly or indirectly involved in the incident.

- 7. When a nurse, in the exercise of her or his functions, suffers damage to her or his personal belongings as a result of violence in the workplace (clothing, watch, glasses, contact lenses or other prosthesis, etc.), the Employer shall provide for replacement or repair at no cost to the employee.

The nurse 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 his to do so during this period.

DEFINITION:

Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of her or his employment. This includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual and racial harassment.

DATED at Orangeville, Ontario, this 15 day of January, 2009.

Loris Cassar
Ken Grant
Margaret Leung

L. M. Alleyne
 Labour Relations Officer
Christine Woodley
Deborah H. Mathews
Angela Roberts
AdSmith

LETTER OF UNDERSTANDING

Between:

HEADWATERS HEALTH CARE CENTRE
(hereinafter referred to as the "Employer")

And:

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

Re: Innovative Unit Scheduling

The parties agree to meet to discuss innovative unit scheduling as required.

DATED at Orangeville, Ontario, this 15 day of January, 2009.

Sous Cassar

Ken Grant

Mary Wheelwright

J. M. Alayne
Labour Relations Officer

Chadwick

Barbara H. Math

Angela Roberts

Admitt

LETTER OF UNDERSTANDING

Between:

HEADWATERS HEALTH CARE CENTRE
(hereinafter referred to as the "Employer")

And:

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

Re: Unit Weekend Schedule

The parties agree to meet to discuss unit weekend scheduling as required.

DATED at Orangeville, Ontario, this 15 day of January, 2009.

Loris Cassar
Ken Grant
Mary Whelan

J. M. O'Leary
Labour Relations Officer
Chaddell
Barbara K. Math
Angela Roberts
Admitt

LETTER OF UNDERSTANDING

Between:

HEADWATERS HEALTH CARE CENTRE
(hereinafter referred to as the "Employer")

And:

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

Re: Voluntary Part-time/Retiree benefits

The parties will have discussion over the term of this collective agreement re voluntary part-time and retirees benefits.

DATED at Orangeville, Ontario, this 15 day of January, 2009.

Soris Cassan

J. M. O'Leary
Labour Relations Officer

Ken Grant

W. [Signature]

Mary Whelan

Barbara L. Matthews

Angela Roberts

Admith
