

**LOCAL ISSUES**

Between:

**HOPITAL REGIONAL DE SUDBURY REGIONAL HOSPITAL**  
(Hereinafter referred to as the "Employer")

And:

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

**EXPIRY DATE: MARCH 31, 2011**

## TABLE OF CONTENTS

SALARY SCHEDULE – full-time and part-time .....	3
APPENDIX 4 .....	5
SUPERIOR BENEFITS.....	5
APPENDIX 5 .....	1
LOCAL ISSUES.....	1
ARTICLE A - RECOGNITION .....	1
ARTICLE B - MANAGEMENT RIGHTS .....	1
ARTICLE C - ASSOCIATION INTERVIEW .....	2
ARTICLE D - ASSOCIATION REPRESENTATION .....	2
ARTICLE E - SENIORITY .....	3
ARTICLE F - LEAVE OF ABSENCE - ASSOCIATION BUSINESS .....	3
ARTICLE G - HOURS OF WORK.....	4
ARTICLE H - SCHEDULING REGULATIONS – FULL-TIME AND PART-TIME .....	5
ARTICLE I – JOB POSTING.....	15
ARTICLE J - PAID HOLIDAYS .....	15
ARTICLE K - VACATION.....	16
ARTICLE L - BULLETIN BOARDS.....	17
ARTICLE M - JOB SHARING .....	18
ARTICLE N - PREPAID LEAVE .....	19
ARTICLE O - MISCELLANEOUS .....	19
ARTICLE P - VIOLENCE IN THE WORKPLACE .....	21
ARTICLE Q – HEALTH AND WELFARE BENEFITS .....	21
SIGNING PAGE.....	22
LETTER OF UNDERSTANDING .....	23
Re: Ratio of Full-Time to Part-time Nurses.....	23
LETTER OF UNDERSTANDING .....	24
Re: Health and Welfare of Staff .....	24
LETTER OF AGREEMENT.....	25
LETTER OF AGREEMENT.....	25
Re: The Nephrology Service .....	25
LETTER OF UNDERSTANDING .....	26
LETTER OF UNDERSTANDING .....	26
Re: Special Preparation Bonus .....	26
LETTER OF UNDERSTANDING .....	27
LETTER OF UNDERSTANDING .....	27
Re: Return to Work of Disabled Workers .....	27
LETTER OF UNDERSTANDING .....	31
Re: Individual Special Circumstance Arrangements.....	31
LETTER OF UNDERSTANDING .....	34
Re: Alternative Levels of Job Sharing .....	34
LETTER OF UNDERSTANDING .....	36
LETTER OF UNDERSTANDING .....	36
Re: Post Retirement Appointments .....	36
LETTER OF UNDERSTANDING .....	37
LETTER OF UNDERSTANDING .....	37
RE: Scheduling Advisory Working Group .....	37
LETTER OF UNDERSTANDING .....	38
RE: Training in Peds/NICU.....	38
LETTER OF UNDERSTANDING .....	40
Re: Two Day, Two Night (2D2N) Extended Tour Schedule .....	40
LETTER OF UNDERSTANDING .....	42
RE: Resource Pool .....	42
LETTER OF UNDERSTANDING .....	43

RE: Article 10.08 (a) – Single Shift Reassignment .....	43
LETTER OF UNDERSTANDING .....	45
LETTER OF UNDERSTANDING .....	45
Re: Article 10.07 (h) – Introduction of Supernumerary Positions 2007-2008 .....	45
LETTER OF UNDERSTANDING .....	47
LETTER OF UNDERSTANDING .....	47
Re: Article 9.09 – Guiding Principles for Internships – Critical care (ICU, CVT, ICU Med/Surgl& Cath Lab) .....	47
LETTER OF UNDERSTANDING .....	49
Re: Healthy and Safe Workplace .....	49
LETTER OF UNDERSTANDING .....	50
Re: Article 13.04 Introduction & Discontinuation of Weekend Worker Arrangements .....	50

## APPENDIX 3

### SALARY SCHEDULE – FULL-TIME AND PART-TIME

#### REGISTERED NURSE

##### Classification - Registered Nurse

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective 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

#### ONA – NURSE TECHNICIAN

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	28.93	29.80	30.69
1 Year	29.34	30.22	31.13
2 Years	29.80	30.69	31.61
3 Years	31.23	32.17	33.14
4 Years	32.68	33.66	34.67
5 Years	34.50	35.54	36.61
6 Years	36.29	37.38	38.50
7 Years	38.13	39.27	40.45
8 Years	40.87	42.10	43.36
25 Years	41.59	42.84	44.13

#### CLINICAL LEADER

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	28.78	29.64	30.53
1 Year	29.21	30.09	30.99
2 Years	29.69	30.58	31.50
3 Years	31.15	32.08	33.04
4 Years	32.63	33.61	34.62
5 Years	34.46	35.49	36.55
6 Years	36.30	37.39	38.51
7 Years	38.17	39.32	40.50
8 Years	40.88	42.11	43.37
25 Years	41.60	42.85	44.14

### APPENDIX 3 (continued)

#### SALARY SCHEDULE - FULL-TIME AND PART-TIME RATES

##### ONA – NURSE CLINICIAN ENTEROSTOMAL THERAPIST AND INFECTION CONTROL

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	29.88	30.78	31.70
1 Year	30.33	31.24	32.18
2 Years	30.83	31.75	32.70
3 Years	32.35	33.32	34.32
4 Years	33.88	34.90	35.95
5 Years	35.80	36.87	37.98
6 Years	37.70	38.83	39.99
7 Years	39.64	40.83	42.05
8 Years	42.46	43.73	45.04
25 Years	43.20	44.50	45.84

##### NURSE PRACTITIONER

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	40.60	41.82	43.07
1 Year	42.77	44.05	45.37
2 Years	44.97	46.32	47.71
3 Years	48.16	49.60	51.09
8 Years	48.28	49.72	51.22
25 years	49.00	50.47	51.98

##### ONA – REGISTERED NURSE FIRST ASSIST

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	31.82	32.77	33.75
1 Year	32.29	33.26	34.26
2 Years	32.83	33.81	34.82
3 Years	34.44	35.47	36.53
4 Years	36.08	37.16	38.27
5 Years	38.11	39.25	40.43
6 Years	40.15	41.35	42.59
7 Years	42.22	43.49	44.79
8 Years	45.21	46.57	47.97
25 Years	46.00	47.38	48.80

## **APPENDIX 4**

### **SUPERIOR BENEFITS**

#### **SPECIAL PREPARATION BONUS**

These allowances shall be paid only when in the judgement of the Hospital, the position of the employee requires the educational qualifications set out below:

- (a) Successful completion of a course in Nursing Unit Administration (CHA/CNA) or six (6) months Post Graduate Course - \$15.00/month.
- (b) Baccalaureate Degree - \$55.00/month.
- (c) Master Degree - \$100.00/month.

## **APPENDIX 5**

### **LOCAL ISSUES**

#### **ARTICLE A - RECOGNITION**

A-1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all lay, Registered, and Graduate nurses employed by the Sudbury Regional Hospital Corporation engaged in a nursing capacity save and except Manager, Health Nurse, Discharge Planner, and persons above the rank of Manager.

For the purposes of clarity, the parties agree the persons employed at the St. Joseph's Health Centre, Laurentian Site, and Memorial Site in positions excluded from the respective bargaining units as of December 17, 1997 remain excluded from the bargaining unit.

A-2 Supervisor or Immediate Supervisor, when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

#### **ARTICLE B - MANAGEMENT RIGHTS**

B-1 The Association recognizes that the management of the Hospital and the direction of working forces, are fixed exclusively in the Hospital and shall remain solely with the Hospital, except as specifically limited by the provision of this Agreement, and 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, demote, classify, transfer, lay-off, recall and suspend, or otherwise discipline nurses, provided that a claim of discharge, suspension or other discipline without just cause may be subject of a grievance and dealt with as hereinafter provided.
- (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service.
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment therewith.
- (e) make and enforce, and alter from time to time, reasonable rules and regulations to be observed by the nurses not inconsistent with the provisions of this Agreement.

B-2 It is agreed that the Hospital may exercise any of the rights, powers and functions or authorities which the Hospital had prior to the signing of this Agreement, except those rights, powers, functions, or authority which are abridged or modified by this Agreement and these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

**ARTICLE C - ASSOCIATION INTERVIEW**

C-1 The interview referred to in Article 5.06 shall take place during the orientation period. The Hospital will advise the Association directly of the name and unit of any new member which has been hired.

C-2 Wherever possible, the Hospital will provide the Union with seven (7) days notice of interview time and/or day.

**ARTICLE D - ASSOCIATION REPRESENTATION**

D-1 Negotiating Committee

The Negotiating Committee will be comprised of not more than six (6) nurses representing both full-time and part-time bargaining units. These numbers are exclusive of the Bargaining Unit President.

D-2 Nurses' Representatives

There will be no more than one (1) representative per nursing unit per site to be determined at a later date.

D-3 Transferred Nurses' Representatives

In the event that a nurse representative is transferred from one unit of representation to another area, such nurse shall cease to be recognized by the Hospital as the nurse representative of the unit from which she was transferred.

D-4 Grievance Committee

The Grievance Committee will consist of four (4) representatives. The Union will identify a representative who, if she attends grievance meetings on her day off, will receive pay at straight time or time in lieu where possible for hours spent in grievance meetings. Such hours are invisible for the purposes of determining premium.

D-5 Association Hospital Committee

The Association-Hospital Committee will be comprised of six (6) members. The Union members and the President will, if they attend meetings on their day off, receive pay at straight time or time in lieu where possible for hours spent in meetings. Such hours are invisible for the purposes of determining premium.

D-6 Professional Development Committee

(a) A professional development committee (currently referred to as the Nursing Professional Practice Council) shall be established in accordance with article 9.02 of the Central Collective Agreement between the parties.

(b) The committee will be comprised of an equal number of Union and Hospital members.

- (c) The parties shall meet as often as the parties mutually agree is necessary but in any case no less often than quarterly.
- (d) If and when the Hospital establishes a Communities of Practice committee, the Union representatives of the professional development committee may participate in that committee.

D-7 Other Committees

In recognition of the valued contribution of Union participation on Hospital sanctioned committees, the Union and the Hospital may identify committees other than those above (under Article D). In the event the committee work occurs on a nurse's day off, the nurse will receive pay at straight time, or time in lieu where possible, for hours spent in committee work. Such hours will be invisible for the purposes of determining premium.

**ARTICLE E - SENIORITY**

- E-1 Seniority accrual determination shall be as of March 31<sup>st</sup> and September 30<sup>th</sup> in each year.
- E-2
  - (a) Seniority lists referred to in Article 10.02 shall be posted within four (4) weeks of the dates listed in E-1. Seniority lists will be posted on the hospital intranet system. Seniority lists will include area of assignments. Nurses shall have thirty (30) days to dispute the initial seniority list. A final list will be posted no later than four (4) weeks after the thirty (30) day deadline.
  - (b) Seniority changes will impact the next posted schedule following the final seniority list.
- E-3 For the purposes of short term or long term layoffs under Article 10 of the central collective agreement, a current seniority list will be produced.

**ARTICLE F - LEAVE OF ABSENCE - ASSOCIATION BUSINESS**

- F-1 Leave of Absence for Association Business referred to in Article 11.02 will be granted provided the number of nurses on such leave does not exceed one (1) from any nursing unit at any one time, unless otherwise mutually agreed. The total time of absence of all nurses granted under this clause shall not exceed an aggregate of two hundred twenty-five (225) days in a calendar year. The Association will endeavour to give two (2) weeks advance notice of the leave. Where less than two (2) weeks notice is given, the Hospital will endeavour to grant the leave. In calculating the above two hundred and twenty-five (225) day aggregate leave, any time spent by a nurse who is a member of the Board of the Ontario Nurses' Association, in attending Board meetings, shall not be included. It is understood this exclusion shall be limited to one nurse in the Hospital.

A nurse who has a scheduled day off on a day that she is required to attend an Association function, will if she so requests, and where possible be granted an alternate day off without pay, providing she has given as much advance notice as

possible and no less than two (2) weeks' notice. The original scheduled day off will then be treated as a leave of absence for Association business under 11.02.

## **ARTICLE G - HOURS OF WORK**

- G-1 A relief period, in accordance with the Central Collective Agreement, will be allowed during the first and second half of each shift.
- G-2 There is no requirement to remain on the premises during the unpaid meal break. The hospital is to arrange meal break coverage whenever possible. In the event that the nurse is required by the hospital to remain on the premises she/he will be paid straight time for the unpaid portion of the shift. If required to stay on the unit the nurse will be paid in accordance with article 14.03. The unpaid portion of an 11.25-hour shift is 45 minutes total and in a 7.5 hour shift is 30 minutes total.
- G-3 Night shift is the first shift of the day and begins at 2330 hours or 1930 hours of the previous day. Other agreed upon practices may remain in place until the Program is merged to one site.

### **Shift Definitions**

- G-4 Day shift is defined as being when the majority of hours fall between 0730 and 1530 hours.

Evening shift is defined as being when the majority of hours fall between 1530 and 2330 hours.

Night shift is defined as being when the majority of hours fall between 2330 and 0730.

The noted definitions apply:

- (a) when determining shift premium applications as set out in Article 14.10 of the central agreement and
- (b) when determining the displacement of staff in accordance with Article 10.08 (a).
- G-5 (a) Where full-time nurses are working seven (7) seven and one-half (7-1/2) hours, they will have a choice of days and evenings or days and nights.
- (b) Regular part-time nurses who are currently working seven and one-half (7-1/2) hours with a choice of days and evenings or days and nights, will be permitted to continue this practice until there is a program consolidation. At that time, regular part-time nurses in the affected Unit will vote on any proposed schedule change.
- (c) At least fifty percent (50%) of the full-time nurse's shifts shall be on the day shift when mathematically feasible.
- (d) The Hospital will make efforts to ensure pre-scheduled day shifts are shared equally where practicable amongst part-time nurses on a unit.

- (e) A nurse will be granted permanent evenings or night shifts upon request, where possible, at the Hospital's discretion.

G-6 Commitment – Part-Time

A regular part-time nurse must be available to work at least forty-five (45) hours per two (2) week pay period. When additional hours are available at the point of developing the schedule, nurses will be pre-booked for additional hours in accordance with Article H (Scheduling Regulations) unless they request otherwise. When additional hours are available following the posting of the schedule additional hours will be offered to all nurses in accordance with Article H (Scheduling Regulations) unless they request otherwise. Such requests must be submitted in writing by September 1<sup>st</sup> of each year and will cover a twelve (12) month period beginning on October 1<sup>st</sup>.

**ARTICLE H - SCHEDULING REGULATIONS – FULL-TIME AND PART-TIME**

**Principles of Scheduling**

- H-1 (a) Schedules will be posted four times per year, two (2) weeks in advance of the pay periods commencing with the first pay period of June, December, March and the second pay period of September.
- i) Any anticipated delay or change in the duration will be discussed in advance and agreed upon by the Union and the manager of the unit.
- ii) Units with scheduled closures may post for a lesser period of time which will be discussed in advance by the Union and the manager of the unit.
- iii) Units who cannot operationalize H-1 (a) will meet with the Union to review why they are unable to meet the scheduling requirements. Any revised agreement will ensure that the summer and Christmas windows are kept intact.
- (b) Master rotations will not be changed without discussion outlining the reasons and timeframes for the change between the Manager and the staff of the unit.
- If more than one (1) option is available, the schedules will be posted for two (2) weeks for voting purposes only. If more than one (1) option is available, nurses will vote by secret ballot, to determine which schedule will be implemented. Of the nurses who vote, the option that receives the majority of the votes will be implemented.
- (c) Requests for specific days off are to be submitted, in writing, at least two (2) weeks in advance of posting. Such requests will not be unreasonably denied.
- H-2 (a) The Hospital agrees that it will not preschedule a nurse to work a requirement for more than seven (7) seven and one-half (7-1/2) hour

consecutive shifts or three (3) consecutive extended shifts or premium pay will apply.

- (b) A period of at least sixteen (16) consecutive hours will be scheduled off between shifts worked by the nurse to prevent short changes on seven and one-half (7-1/2) hour shifts and twelve (12) hours for extended shifts or premium pay will apply.
- (c) Nurses who are working a combination of seven and one half (7 ½) and twelve (12) hour shifts follow the twelve hour shift language.
- (d) A shift is defined as a day, evening or night in accordance with Article G (Hours of Work). A short change, as per H (2) (b), does not apply if scheduling or offering a like shift regardless of the start time of the shifts.
- (e) When a nurse works twelve (12) hour shifts and must stay to work overtime and does not receive ten (10) hours off between the end of the overtime and the start of her next shift, she will receive premium pay for all hours worked on that next shift.
- (f) When a nurse works seven and one half (7.5) hour shifts and must stay to work overtime and does not receive fourteen (14) hours off between the end of the overtime and the start of her next shift, she will receive premium pay for all hours worked on that next shift.
- (g) There shall be no single days off prescheduled for full-time nurses unless mutually agreed.
- (h) A full-time nurse who normally rotates on shifts shall not be scheduled to work more than two (2) consecutive weeks on any one shift without her consent.

H-3

Weekend Work

- (a) Definition of a Weekend

A weekend is defined as at least fifty-six (56) consecutive hours off. The Hospital will endeavour to schedule the nurse on the day shift of the Friday prior to her weekend off. Whenever master rotations will allow, a sixty-four (64) hour weekend may be scheduled.

- (b) For full-time and part-time, six (6) weekends out of twelve (12) weekends shall be scheduled off for nurses working seven and one half (7 ½) hour shifts and every other weekend off for nurses working extended shifts.

H-4

Third Weekend Premium

A nurse will receive appropriate premium pay in accordance with Article 14.03 for all hours worked on a third and subsequent consecutive weekend, save and except where:

- (a) such weekend had been worked by a nurse to satisfy specific days off required by such nurse; or

- (b) such nurse has requested weekend work; or
- (c) such weekend is worked as in accordance with Article H 8

H-5 Distribution of Part-time Hours BEFORE Posting of Schedule

- (a) The Hospital agrees to schedule regular part-time nurses on an equal basis up to the regular part-time commitment on the basis of seniority on the posted schedule for that unit.
- (b) Once all regular part-time nurses have been given the opportunity to work up to the regular part-time commitment, extra hours will then be offered to regular part-time nurses on the basis of seniority until the senior regular part-time nurse has the number of shifts she wishes or is in an overtime position. The remaining available shifts will be offered to the next senior regular part-time nurse in the same manner and so on.
- (c) Additional shifts will be offered to job sharers only after all regular part-time employees on that unit have been offered the work.

H-6 Offering Extra Hours AFTER Posting of Schedule (Call-Ins)

- (a) Extra hours will be offered as soon as possible when they become available.
- (b) When full-time hours become available as identified in Article 10.07 (d) and those hours are expected to exceed 14 calendar days, that vacancy will be filled in accordance with article 10.07 (d).
- (c) In offering extra hours, a notation is to be made on the schedules as to any attempts to reach a nurse at home, refusal, answering machines, etc. A reasonable attempt is to be made to reach a nurse; however, if after a call is made to a primary and secondary number and the nurse is not available or not reached, depending on the urgency/time of day, etc., the next nurse is tried until the shift is covered.
- (d) If the hospital should obtain the appropriate technology to support greater flexibility in offering shifts either party may give notice of desire to negotiate a new process.
- (e) Refusals, cancellations and sick calls will not count when additional hours are being offered.

H-7 Order of Offering Extra Hours AFTER schedule posted

- (a) After posting of the schedule, available hours will be offered subject to:
  - i) A nurse in a premium position may be skipped to offer the hours to a nurse, in the order set out below, who is not in a premium position.
  - ii) A fourth consecutive extended shift may be offered with no premium attached.

- (b) In the event that nurses are scheduled below commitment (45 hours), regular part-time nurses in a unit with the least number of hours in a pay period will be first offered additional hours. Should nurses have the same number of hours below commitment, seniority will be the determining factor.
- (c) Once all regular part-time nurses in the unit have been given the opportunity to work up to the regular part-time commitment, extra hours will then be offered to regular part-time nurses in the unit on the basis of seniority until the senior regular part-time nurse has the number of hours she wishes or is in an overtime position.
- (d) Once regular part-time nurses in the unit have been offered the number of hours he/she wishes or is in a premium position the remaining extra hours may be offered to:
  - i) Job sharing nurses in the unit, in order of seniority
  - ii) casual workers in the unit in order of seniority
  - iii) the unit's secondary pool in order of seniority

(e) Offering Premium Hours

The parties agree with the condition that a nurse in an enhanced premium position may be skipped. A nurse in an "enhanced" premium position is a nurse who is in a position of potentially gaining more than a single premium shift.

- (f) Premium hours will be offered on the basis of seniority in the following manner:
  - i) regular part-time nurses on the unit
  - ii) job-sharers on the unit
  - iii) casual nurses
  - iv) nurses in the unit's secondary pool
  - v) full-time nurses on the unit

(g) Missed Shifts

Should a nurse be inadvertently missed on a call-in shift, he/she will be offered the next available shift that he/she is able to work.

(h) Definition of a Secondary Pool

A unit manager may establish a secondary pool of part-time nurses from outside the unit. To become part of the secondary pool of a unit a nurse must once a year submit a written request to the supervisor of the unit for approval. Approval will be subject to:

- i) the number of secondary part time nurses required (as determined by the supervisor)
- ii) previous work experience on the unit (nurses not requiring orientation)

- iii) availability
- iv) date of submission of request
- v) all else being equal, approval will be on a first come first served basis.
- vi) A supervisor may discontinue the pool by giving the nurses, in the pool, 30 days notice.
- vii) Availability will be reviewed on a schedule by schedule basis. Nurses not available for shifts on a regular basis will be terminated from the pool.
- viii) A nurse may leave the pool by giving the supervisor thirty (30) days notice.

(i) Responsibilities of a Secondary Pool Registered Nurse

- i) The secondary pool nurse is responsible to notify the Manager or her designate on her Home Unit at the time of accepting a shift off of the unit. Written verification will be submitted to the Manager as soon as possible. Hours accepted by a nurse OUTSIDE of her home unit count on her home unit when additional hours are being offered.
- ii) The Secondary pool nurse is responsible for determining whether the extra hours will lead to premium pay, and for declaring such. If the nurse fails to declare she is in a premium situation and works the hours she will be paid straight time.
- iii) A unit nurse who is inadvertently missed for hours as a result of the foregoing will be offered the next available shift in accordance with Article g).

H-8

(a) Mutual Shift Exchange (MSE)

Mutual shift change (MSE) is defined as trading of an agreed upon number of hours between two (2) nurses after the schedule is posted.

- i) An MSE producing more than ten (10) consecutive days off during primetime will not ordinarily be approved.
- ii) MSE hours worked in a pay period count, in the total hours worked, when additional shifts are offered.
- iii) MSE hours worked in the pay period count towards premium pay only if the Hospital offers the nurse an additional shift and the total hours worked exceed seventy-five (75) hours.
- iv) MSE hours will not lead to premium pay either in or outside the pay period in which the exchanged shift is worked.

(b) Leave of Absence (LOA)

Leave of Absence (LOA) is defined as a request for time off without pay.

An LOA will count when additional hours are being offered.

An LOA will not count towards overtime entitlement.

(c) Vacation (VAC)

Vacation (VAC) is defined as an earned benefit & considered to be paid time off for both full- and part-time nurses for the purpose of requesting time off.

Vacation will not count towards overtime entitlement for regular part-time nurses.

VAC, whether or not it is prescheduled, will count when additional hours are being offered.

A vacation week for part-time nurses will be taken in week blocks and will count as 22.5 hours for scheduling purposes.

(d) Time-in-Lieu (TIL)

TIL is defined as earned time banked by the nurse.

TIL does not count towards overtime entitlement for full or part-time nurses.

TIL will not count when additional hours are being offered.

When a nurse has accumulated TIL hours for overtime, committee business as defined in Article D-4 and D-5 or other provisions as set out in the central collective agreements such time must be scheduled within (60) days at a time mutually agreeable between the Hospital and the Nurse. Otherwise the hospital shall revert to payment.

On units on which a closure or downsizing is anticipated, where mutually agreed between the Hospital and the Nurse, the nurse may accumulate other hours worked for TIL. Other hours do not include straight time hours. Payment of the remaining balance shall be made within 30 days after the end of the closure or downsizing.

(e) Requesting and Replacing for a Schedule Change

Responsibility for covering and approving time off is as follows:

- i) A nurse may arrange to exchange a shift with another nurse and submit the MSE to the supervisor for approval-
- ii) A nurse manager or her designate will arrange to cover approved LOAs, VAC and TIL. The manager may deny such requests based on the operational needs of the organization, and in so doing, will

provide the nurse with reasons for the denial. Special circumstances will be given consideration.

- iii) The manager will respond to requests for time off under this article within two (2) full business days.
- iv) If more than one nurse requests time off for particular hours, and the hours are available, time off will be granted in the following order:
  - A) VAC on a first come first served basis
  - B) TIL on a first come first served basis
  - C) LOA on a first come first served basis.

H-9

SATELLITE SCHEDULING - NEPHROLOGY

- (a) A "satellite" is defined as a dialysis unit managed by the Hospital (regional centre) but located in another facility.
- (b) A "cluster" is defined as a grouping of satellites as follows:
  - i) Kapuskasing, Kirkland Lake & New Liskeard
  - ii) Elliot Lake & Manitoulin
  - iii) Parry Sound and Sudbury
- (c) Shift schedules for Nephrology Satellites shall be posted two (2) weeks in advance and shall cover an eight (8) week period.
- (d) For satellite scheduling, the manager may establish a secondary pool of nephrology nurses from nurses who work at other satellites. A nurse may submit a written request to the manager of the unit for approval. Approval will be subject to:
  - i) the number of secondary part-time nurses required (as determined by the unit supervisor)
  - ii) availability
  - iii) date of submission of request
  - iv) All else being equal, approval will be on a first come first served basis.
  - v) A supervisor may discontinue the pool by giving the nurses in the pool thirty (30) days notice.
  - vi) Availability will be reviewed on a regular basis. Nurses not available for shifts on a regular basis will be terminated from the pool.

- vii) A nurse may leave the pool by giving the supervisor thirty (30) days notice.
- (e) When nurses in a satellite are unable to cover the work of the satellite, hours will be distributed by seniority to nurses in the secondary pool for the satellite. The secondary pool nurse is responsible for her own travel between satellites.
- (f) When no satellite nurses and no secondary pool nurses are available for work in a satellite, the regional centre may send a nurse, by seniority, from the satellite cluster. The travel between satellites will be paid by the Hospital.
- (g) When no satellite nurses and no secondary pool nurses and no cluster nurses are available for work in a satellite, the regional centre may send a nurse who volunteers, by seniority, from regional centre. Travel between the centre and the satellite will be paid by the Hospital.
- (h) When no satellite nurses are available for work in a satellite, the Hospital reserves the right to select the most cost effective solution, including patient travel.

H-10

CHRISTMAS/NEW YEARS TIME OFF

- (a) The scheduling regulations will not operate for pre-scheduling purposes during the two consecutive pay periods in which Christmas and New Year's fall. Should Christmas and New Year's fall in one pay period the Hospital will choose the four (4) week window (always consisting of two pay periods). Following posting, the schedule regulations will apply when additional shifts are offered.
- (b) When pre-scheduling, the Hospital will ensure that nurses working twelve (12) hour shifts will not be scheduled for more than six (6) out of twelve (12) weekends. Nurses working eight (8) hour shifts will not be scheduled for more than seven (7) out of twelve (12) weekends. Managers will not book nurses for more than three (3) consecutive weekends in a row during the course of the schedule.
- (c) Christmas schedules shall be posted by November 15th.
- (d) A nurse shall be scheduled off duty at least five (5) days at either Christmas or New Year's unless the nurse requests otherwise and the Hospital agrees. For the purpose of this Article the five (5) days shall be consecutive.
- (e) Time off at Christmas shall include from 1930 December 23<sup>rd</sup> until 1930 December 26<sup>th</sup>, and where possible to 0730 December 27<sup>th</sup>.  
Time off at New Year's shall include from 1930 December 30<sup>th</sup> to 0730 January 2<sup>nd</sup>.
- (f) The Hospital will endeavour to alternate staff having Christmas or New Year's time off each year.

H-11

STANDBY

- (a) Standby duty for paid holidays and long weekends shall be equitably distributed on a rotating basis.
- (b) Standby assignments shall be posted at the same time as the shifts of duty schedules. Employees shall be permitted to exchange their standby assignments. Employees scheduled for standby shall be provided with beepers.
- (c) A full-time employee will not be scheduled for standby on a scheduled day off or scheduled on a weekend off. It is understood that in areas where there is an insufficient number of part time nurses, the manager will meet with the unit and develop alternative means of providing standby coverage, such as consideration for establishing a secondary pool of qualified part-time nurses for standby coverage, or increasing the part-time pool, or allowing full time nurses to volunteer.
- (d) An employee who is called into work from standby between 2400hrs and 0600hrs, and works a minimum of four hours, will be permitted to leave, without loss of earnings, until he/she has eight (8) hours off between the end of the overtime assignment and the commencement of work on his/her regularly scheduled shift.
- (e) No on-call will be scheduled on the weekend prior to vacation.
- (f) The Hospital will endeavour not to have part-time nurses average a greater amount of standby than full-time nurses.
- (g)
  - i) The Hospital will compensate a nurse on-call by crediting the nurse with time off in lieu at time and one-half (1-1/2) for all time spent on the phone to resolve the problem.
  - ii) The nurse will record all call-time. He/she will take time in lieu as outlined above within one (1) month of the last day of the on-call cycle. This time off will be at a mutually agreed time. If the nurse is unable to take the time off it may be paid out, or an extension of time granted.
  - iii) In any situation which a nurse decides to access the patient's chart, the nurse will be paid at time and one-half (1 ½) or time and one-half (1 ½) in lieu for actual time spent in the hospital. Mileage will be paid in accordance with Article 14.13 of the central collective agreement.

H-12

Introduction and Discontinuation of Extended Shifts

- (a) Extended shifts shall be introduced into any unit when sixty percent (60%) of the nurses in the unit who vote so indicate by secret ballot.
- (b) Extended shifts may be discontinued in any unit:

- i) when sixty percent (60%) of the nurses in the unit who vote so indicate by secret ballot;
- ii) the Hospital because of:
  - 1. adverse effects on patient care,
  - 2. inability to provide a workable staffing schedule,
  - 3. where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary

states its intention to discontinue the compressed work week in the schedule.

- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
  - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - ii) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

H-13

#### Self Scheduling

Self scheduling will be introduced in a unit when sixty percent (60%) of the nursing staff who vote indicate by secret ballot their willingness to participate in self scheduling on a test basis.

The test shall run for a six-month period after which the nursing participants will indicate by a sixty percent (60%) vote by secret ballot their willingness to continue with the agreement of the Manager.

Registered nurses participating in self-scheduling shall be responsible for scheduling their paid holidays and lieu days in accordance with the guidelines.

The Manager shall review and approve the self-scheduling schedules to assure that adequate nursing coverage is maintained. Such approval shall not be unreasonably withheld.

Cancellation of the self scheduling by either Sudbury Regional Hospital Corporation or the Ontario Nurses' Association shall be with ten (10) to twelve (12) weeks written notice to the other.

\*The Collective Agreements shall apply in all respects.

H-14

#### Short Shifts

Where the Hospital needs to schedule less than seven and one half (7 ½) hours the Hospital shall:

- (a) schedule these shifts equally;

- (b) grant a paid rest period;
- (c) not schedule part-time nurses to solely work less than seven and one half (7 ½) / eleven and one quarter (11 ¼) hours;
- (d) notify the nurse immediately if the shift is expected to become (7 ½) / eleven and one quarter (11 ¼) hours; and,
- (e) ensure that all provisions of the Collective Agreement apply should the shift become seven and one half (7 ½) hours or more.

H-15

Cancellation

- (a) If it becomes necessary to cancel one of the day shifts on any unit, the least senior nurse shall be the one to be cancelled, regardless of the start time of her shift. Cancellation provisions are separate for full and part-time nurses.
- (b) As a result of (a) above, it may be necessary to alter the day shift start time of one of the other scheduled nurses.
- (c) If this results in a period of less than sixteen (16) hours between day shifts for any nurse affected by this change, premium pay shall not apply.
- (d) It is understood that a part-time nurse may only “bump” another part-time nurse. A full-time nurse may only “bump” another full-time nurse.

**ARTICLE I – JOB POSTING**

I-1 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for a job posting will be notified within two (2) weeks of the decision being made, and provided with reason for not being the successful candidate, prior to the posting of the name of the successful candidate.

**ARTICLE J - PAID HOLIDAYS**

J-1 The Hospital recognizes the following designated paid holidays for all nurses:

- |                              |                         |
|------------------------------|-------------------------|
| New Year's Day (Jan. 1)      | Canada Day (July 1)     |
| Family Day                   | Civic Holiday           |
| Good Friday                  | Labour Day              |
| Easter Monday                | Thanksgiving Day        |
| Friday prior to Victoria Day | Christmas Day (Dec. 25) |
| Victoria Day                 | Boxing Day (Dec 26)     |

J-2 Full-time nurses are entitled to 90 hours of paid holiday time per year. Paid holiday hours may or may not be incorporated into the master schedule.

J-3 Where the nurse is entitled to a lieu day, such day off must be taken within six (6) weeks of the date on which the holiday was observed, to be taken on a day arranged between the nurse and her immediate supervisor or payment shall be made in accordance with the Central Collective Agreement.

On units on which a closure is anticipated, an extension of the six (6) week period may be agreed upon between the nurse and the Hospital.

J-4 A holiday shall be deemed to begin at 2400 of the preceding day and to end at 2400 on the day on which it is observed.

J-5 Part-time Only

When possible, it is also understood that a nurse required to work a paid holiday attached to a weekend will also be scheduled to work the weekend and vice versa.

This applies to those nurses working both seven and one half (7 ½) hour and eleven and one quarter (11 ¼) hour shifts.

**ARTICLE K - VACATION**

K-1 The date for determining vacation entitlement for full-time nurses will be their service date. Nurses will begin accruing at their next entitlement level on their service date.

Full-time nurses will have access to the total number of vacation hours in their accrual banks. They will not be eligible to carry more than two (2) years of entitlement in their vacation banks at any time. A Nurse who has more than a two (2) year entitlement will be given notice that she will be scheduled off work or in extenuating circumstances have the additional entitlement hours paid out.

K-2 For those nurses entitled to four (4) weeks vacation total, up to the three (3) weeks of vacation in a total calendar year shall be allotted to a nurse if requested in prime time, (as defined in Article J-7) and the fourth week at a time acceptable to the Hospital. The three weeks may be taken consecutively if available.

K-3 Nurses who are entitled to five (5), six (6) or seven (7) weeks' vacation total, up to the first four (4) weeks in a total calendar year shall be allotted to a nurse, if requested in prime time, (as defined in Article J-7) and the fifth, sixth and seventh weeks at a time acceptable to the Hospital. The four (4) weeks may be taken consecutively if available.

K-4 (a) Vacation request calendar shall be posted in conjunction with the master schedule as identified in Article H.

(b) The vacation calendar shall be filled fourteen (14) calendar days following posting of the master schedule.

(c) Approval for vacation shall be given within seven (7) calendar days following (b) above. Managers will use the amount of vacation in the nurse's bank at the time of approval to determine whether to grant or deny vacation.

- (d) Vacation requests will be granted on the basis of seniority. A nurse may select from vacation not booked on a first-come-first-served basis.
- (e) Vacation may be requested at any time during the year.
- (f) Part-time vacation pay will be issued when nurses request up to twice a year. The payout for vacation(s) may consist of a partial or portion of the amount accumulated in the nurses vacation bank. A written request must be submitted directly to payroll and pay out will be received within twenty-one (21) days. If vacation payment has not been requested, vacation payout will be provided in the last pay of November in each calendar year by separate cheque.
- (g) It is understood and agreed that the Hospital will grant to nurses, in accordance with seniority, preference in selecting their vacation period. The Hospital reserves the right to grant or deny vacation within the aforementioned notice period. Requests will not be unreasonably denied.

K-5 A vacation period is defined as a single day, consecutive days, or consecutive weeks during the entire year. Where operationally feasible, during prime time single days may be granted without counting as part of the vacation quota.

K-6 Additional monies flowing from Article 16.06 of the Central Agreement will be paid the first pay in September.

K-7 Prime time is defined as:

March Break  
June 15 to September 15  
Christmas – December 15 – January 8 (for purpose of vacation approval)

K-8 Accumulated vacation hours and/or pay will be indicated on each pay stub.

K-9 Vacation Cancellation

It is understood and agreed by the parties that the Nursing Unit Managers are under no obligation to grant the cancellation of the scheduled vacation once a rotation is posted, except otherwise provided in the Collective Agreement.

Should a part-time nurse request her vacation be cancelled and the request is approved, she will be entitled only to the call-in hours for the duration of that rotation.

## **ARTICLE L - BULLETIN BOARDS**

L-1 The Hospital shall provide space on bulletin boards at each site upon which the Association shall have the right to post notices of meetings and such notices as may be of interest to the nurses. The Association will inform the Hospital of the Nurse responsible for posting information on the Bulletin Board.

- L-2 Job posting notices referred to in the Central Agreement will be posted on the bulletin boards of the main Hospital and locations off site where O.N.A. members are employed.
- L-3 If and when the hospital should obtain the appropriate technology, the Hospital will provide access to that technology to disseminate the information in this article.

**ARTICLE M - JOB SHARING**

M-1 If the Hospital agrees to a job-sharing agreement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis. Once granted will be on a trial basis for three (3) months. Once the trial period is completed the full-time nurse cannot revert to her former position.
- (b) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the nurses and the Manager of the Unit.
- (c) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- (d) Each job sharer may exchange shifts with her partner(s) and with other nurses as provided by the Collective Agreement.
- (e)
  - i) 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.
  - ii) It is understood that only one (1) of the job sharers will work either Christmas or New Year's and the other job sharer will have time off or premium pay will apply.

**Coverage**

- (f)
  - i) Both job sharers will be given the option to cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit manager must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
  - ii) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreements:

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit manager,

but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Implementation

- (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) Any incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Discontinuation

- (i) 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. It is also understood that the original position will revert to a full-time position.

M-2 In the event that a layoff is to occur within a unit, individuals in a job share arrangement will be considered the same status as the other part-time staff in the unit in terms of seniority and layoff. If any of the participants in the job share arrangement are laid off, the position will be dealt with under (i) above.

**ARTICLE N - PREPAID LEAVE**

N-1 The Hospital agrees to approve the application of full-time and part-time nurses annually for the prepaid leave plan in accordance with the conditions of the Central Agreement. At any given time, there will only be one full-time and one part-time nurse off per unit on the prepaid leave plan.

**ARTICLE O - MISCELLANEOUS**

O-1 The Hospital will continue the current practice of providing free of charge scrub gowns and/or lab coats in designated areas. These garments will not be worn to and from the Hospital.

O-2 The parties agree that the Hospital will provide at no cost two (2) working car batteries with cables and instructions for the nurses' use.

- O-3 In the event of an error in excess of one hundred dollars (\$100.00) in a nurse's pay, on request from the nurse, the Hospital agrees to provide a make-up cheque to the nurse within two (2) business days following the verification of the error.
- O-4 Booklets
- The parties agree that this Collective Agreement shall be available in the French Language.
- If there should be a discrepancy, conflict or difference in meaning between the English and French versions of this Collective Agreement the meaning of its English version shall govern.
- O-5 Prior to any changes in the current parking rates to reflect changes in the costs of providing parking services, the proposed changes will be discussed at the Association-Hospital Committee. In the event the Hospital changes the rates, the Association has the right to grieve.
- Designated parking spaces will be provided in close proximity to the Hospital for afternoon and night shift nurses at each site.
- The Hospital will arrange parking accommodation for staff who identify themselves to the Hospital as having special medical needs.
- O-6 All nurses hired prior to July 1<sup>st</sup>, 1975, will be paid a uniform allowance of \$3.50 per month. The Hospital will provide the Union with the names of the nurses in this category. (Applicable to Laurentian Site only.)
- O-7 The Employer is responsible for renewing the SUB plan with E.I. immediately when changes are made and upon renewal of each Collective Agreement.
- O-8 The President of the Local Association at the Hospital and where possible the Grievance Chair, will be assigned to day shift for the duration of her term in office unless otherwise mutually agreed. It is understood that such scheduling shall not interfere with the scheduling objectives of the Hospital and should not result in the Hospital incurring additional premium pay to any nurses affected.
- O-9 A nurse may ask for consideration in scheduling to allow her to pursue academic course(s) to further her education.
- O-10 The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form #7 at the same time as it is sent to the Board.
- O-11 Where the hospital requires an employee to use their personal vehicle for hospital business, the hospital will reimburse the nurse 50% to a maximum of \$100.00 per year for any difference in insurance premium between the standard one million (\$1M) dollars of liability insurance and any additional liability insurance that may be required by the Hospital. Proof of coverage and additional premium cost must be provided.

**ARTICLE P - VIOLENCE IN THE WORKPLACE**

- P-1
- (a) Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to rectify the abusive situation.
  - (b) The parties agree that if incidents involving aggressive patient action occur, such action will be recorded and reviewed at the Joint Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.
  - (c) The Employer shall notify the Union within seven (7) days of any employees who have been assaulted while performing her or his work. The assaulted employee may choose to have her or his name remain confidential. Such information shall be provided to the Association in writing as soon as possible. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Occupational Health and Safety Committee.
  - (d) When an employee, in the exercise of her or his functions, suffers damage to her or his personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.) the Employer shall provide for replacement or repair at no cost to the employee.

The employee will endeavour to present 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 Q – HEALTH AND WELFARE BENEFITS**

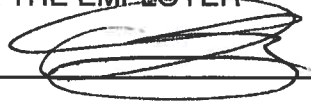
Q -1 Provision of Benefits to Part-time Employees

The hospital agrees to enroll part-time employees in the insurance plans established pursuant to Article 17.01 as defined in the current collective agreement expiring March 31, 2004, providing monthly premiums are paid in advance and provided the nurses agree to the enrolment requirements of the applicable plans. The Nurse's coverage under the plans will commence in the month following receipt of the first premium payment. The hospital reserves the right upon giving the union six (6) months written notice to discontinue the provision of benefits to part-time employees. Employees who are participating at the time of cancellation, should it occur, will be eligible to continue to purchase the benefits in accordance with the requirements of the insurance carriers.

**SIGNING PAGE**

Dated at Seabury, Ontario, this 28 day of May, 2009.

FOR THE EMPLOYER

  
\_\_\_\_\_

A Lee  
\_\_\_\_\_

Paula Polyakovic  
\_\_\_\_\_

R Thomas  
\_\_\_\_\_

M<sup>ackay</sup>  
\_\_\_\_\_

Rameen Hassan  
\_\_\_\_\_

FOR THE UNION

D. Duggan  
\_\_\_\_\_

Labour Relations Officer

Donna Harrison  
\_\_\_\_\_

Bobson  
\_\_\_\_\_

K. H.  
\_\_\_\_\_

R. Cheschinski  
M. Jones  
\_\_\_\_\_

Bessely Lu  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**HÔPITAL RÉGIONAL DE SUDBURY REGIONAL HOSPITAL  
(hereinafter referred to as the 'Hospital')**

And:

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

Re: Ratio of Full-Time to Part-time Nurses

The Hospital is committed to achieving the goal of a Hospital wide ratio of 60% full-time to 40% part-time nurses.

For operational reasons unit ratios may vary, but the overall hospital full-time/part-time ratio will be 60/40%.

A joint committee comprised of two (2) Hospital members and two (2) Union members will meet as often as mutually agreed necessary, to develop strategies to implement the 60/40% ratio.

The committee will examine unit staffing needs and develop a plan prioritizing areas for increasing the full-time complement in collaboration with the manager for the service.

The parties recognize that there will be some reduction in part-time complement, however wherever possible, vacancies and attrition will be utilized to achieve the ratio.

In moving towards the ratio the parties recognize the need to maximize staff access to full-time opportunities while minimizing disruption of the current work-force. To that end the committee will fully explore creative options for achieving the ratio, including innovative scheduling.

This agreement may be revisited at any time by either of the parties.

Dated at Sudbury Ontario, this 28 day of May, 2009.

FOR THE EMPLOYER

  
\_\_\_\_\_

A. Lee  
\_\_\_\_\_

Francine Hutzgrubel  
\_\_\_\_\_

Thomas  
\_\_\_\_\_

Maureen  
Lawrence Hawnson  
\_\_\_\_\_

FOR THE UNION

  
\_\_\_\_\_

Labour Relations Officer

Donna Hawnson  
\_\_\_\_\_

Portia  
\_\_\_\_\_

Khat  
M. Jones  
\_\_\_\_\_

Robyn  
\_\_\_\_\_

Kennedy  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between

**HÔPITAL RÉGIONAL DE SUDBURY REGIONAL HOSPITAL  
(hereinafter referred to as the 'Hospital')**

And

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

Re: Health and Welfare of Staff

The Hospital agrees to maintain current employee security measures. The Hospital agrees to provide the HAC with the current choices and stocking schedules for all vending machines located at Memorial, Laurentian, SJCH and Kirkwood sites. The Hospital will also provide the same information for the future HRSRH main site as soon as it is available. This information will be provided at the January 2009 meeting.

The Hospital will investigate providing additional cooking accessories (toaster, microwave and kettles) in the cafeterias of the above mentioned current sites.

The Hospital agrees to maintain adequate space for meal breaks at the above mentioned current sites.

This letter of understanding expires when the majority of services are co-located at the new main hospital site.

Dated at Sudbury Ontario, this 28 day of May, 2009.

FOR THE EMPLOYER

  
\_\_\_\_\_

A Lee  
\_\_\_\_\_

Francis Holopinski  
\_\_\_\_\_

R. Thomas  
\_\_\_\_\_

McKenzie  
\_\_\_\_\_

Laureen Hancock  
\_\_\_\_\_

FOR THE UNION

  
\_\_\_\_\_

Labour Relations Officer

Donna Hauw  
\_\_\_\_\_

Bob B  
\_\_\_\_\_

Kate  
Manno  
\_\_\_\_\_

Chyghuski  
\_\_\_\_\_

Reilly  
\_\_\_\_\_

**LETTER OF AGREEMENT**

Between:

**HÔPITAL RÉGIONAL DE SUDBURY REGIONAL HOSPITAL  
LAURENTIAN SITE**

(hereinafter referred to as the 'Hospital')

And:

**ONTARIO NURSES' ASSOCIATION**

(hereinafter referred to as the 'Union')

Re: The Nephrology Service

As a result of discussions between the parties:

1. When a technologist attends another site, a nurse will assess the patient, and if she anticipates needing further assistance based on the patient's clinical condition, the technologist will remain with the nurse. Otherwise the technologist will return to the unit. The nurse will provide rationale to the manager for her decision. Subsequently, if the nurse and the manager determine that skills upgrading is indicated, that will be provided to her. If the unit is closed, the technologist will remain with the nurse.
2. The parties agree that for the purpose of home visits and satellite visits the nurse may use her own vehicle with reimbursement as per Hospital policy, or request a rental vehicle from the Hospital.

Dated at Sudbury Ontario, this 28 day of May, 2009.

FOR THE EMPLOYER

  
\_\_\_\_\_

A Lee  
\_\_\_\_\_

M. Holgado  
\_\_\_\_\_

P. Thomas  
\_\_\_\_\_

M. MacKeppie  
\_\_\_\_\_

Laurie Hancock  
\_\_\_\_\_

FOR THE UNION

D. K. Law  
Labour Relations Officer  
\_\_\_\_\_

Jane Hansen  
\_\_\_\_\_

B. B.  
\_\_\_\_\_

K. Lat  
\_\_\_\_\_

M. D.  
\_\_\_\_\_

R. Chisholm  
\_\_\_\_\_

A. P. Kelly  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**HOPITAL RÉGIONAL DE SUDBURY REGIONAL HOSPITAL**

(hereinafter referred to as the 'Hospital')

And:

**ONTARIO NURSES' ASSOCIATION**

(hereinafter referred to as the 'Union')

Re: Special Preparation Bonus

The parties agree that effective June 26, 1998, all nurses in receipt of Special Preparation Bonuses, other than those described in Appendix 4 of this Agreement, shall continue to receive their Special Preparation Bonus for as long as the nurse is employed by the Hospital. The Hospital agrees to prepare a list of names of affected nurses to be signed off by both parties.

Dated at Sudbury Ontario, this 28 day of May, 2009.

FOR THE EMPLOYER

  
\_\_\_\_\_

A. Lee  
\_\_\_\_\_

Awane Khatgahirdi,  
\_\_\_\_\_

Thomas  
\_\_\_\_\_

Maryanne  
\_\_\_\_\_

Laureen Haines  
\_\_\_\_\_

FOR THE UNION

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

Donna Hausin  
\_\_\_\_\_

Bob  
\_\_\_\_\_

Kat  
Mamo  
\_\_\_\_\_

Khayabala  
\_\_\_\_\_

Reisley  
\_\_\_\_\_

## LETTER OF UNDERSTANDING

Between:

**HÔPITAL RÉGIONAL DE SUDBURY REGIONAL HOSPITAL**  
(hereinafter referred to as the 'Hospital')

And:

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

Re: Return to Work of Disabled Workers

The Hospital and the Association 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 Association agree to cooperate in facilitating the return to work of disabled employees.

- (a) A joint Return to Work Committee (RWC) comprised of an equal number of Association and Hospital representatives will be established. One of the Association representatives will be recognized as co-chair. The Committee will meet at least ten (10) times each year. The Union co-chair, if she/he attends RWC meetings on her day off, will receive pay at straight time or time in lieu where possible for hours spent in RTW meetings. Such hours are invisible for the purposes of determining premium.
- (b) The Hospital will provide an updated list of information to the (RWC) before each quarterly meeting including the following:
  - i) nurses absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits
  - ii) nurses absent from work because of disability who are in receipt Long Term Disability benefits
  - iii) nurses who have been absent from work because of disability for more than 23 months
  - iv) nurses who are currently on a temporary modified work program
  - v) nurses who are currently permanently accommodated in the workplace
  - vi) nurses who require temporary modified work
  - vii) nurses who require permanent accommodation in the workplace
- (c) A disabled nurse who is ready to return to work will provide the Occupational Health Service with medical verification of her ability to return to work including information regarding any restrictions.

- (d) When a returning nurse is in need of a permanent accommodation the Hospital will notify the RWC co-chairs and will provide to them the information obtained under (c) above.
- (e) As soon as practicable the co-chairs or their designates will meet with the affected nurse and the manager to create and recommend a return to work plan.
- (f) In creating a return to work plan, the committee and the manager will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to her:
  - i) original position
  - ii) original unit
  - iii) original unit/position with modifications to the work area and/or equipment and/or the work arrangement.
  - iv) alternate positions outside the original unit.
- (g) In creating a return to work plan, the committee will consider the nurse's abilities and accommodation needs, and if she is unable to return to work in accordance with article (f) above, the committee will identify any positions in the Hospital in which the nurse may be accommodated.
- (h) A nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such a nurse will remain on the list of nurses requiring permanent accommodation provided under article (b) (vii) above.
- (i) The parties recognize that more than one nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with articles (f) and (g) and (h) above, they must balance additional factors including in no particular order:
  - i) skills, ability, and experience
  - ii) ability to acquire skills
  - iii) path of least disruption in the workplace
  - iv) the principle that more should be done to provide work to someone who otherwise would remain outside the active workforce
  - v) seniority
- (j) When more than one nurse is deemed by the committee to be suitable for a particular position or arrangement, and the factors set out in articles (f), (g), (h) and (i) are relatively equal, seniority shall govern.
- (k) The committee will monitor the status of accommodated nurses and the status of nurses awaiting accommodation.
- (l) The committee will develop and recommend strategies for:

- i) integrating accommodated workers back into the workplace
- ii) educating nurses about the legal, personal, organizational aspects of returning disabled workers to work

(m) Alternative Placements

- i) Before posting, the Occupational Health and Safety Consultant or designate will examine all potential vacancies to determine if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to her home unit in accordance with article (f).
- ii) If a vacancy is identified as suitable for accommodation purposes, the Occupational Health and Safety Consultant may recommend holding the posting and convene a meeting of the RWC as soon as possible to determine:
  - A) whether the unit, after considering all factors including the number of accommodated nurses in the unit, the operational needs of the unit, safety of nurses working in the unit, alternative resources, can reasonably accommodate a nurse
  - B) whether the posting of the position under the collective agreement between the parties may be waived
  - C) whether a position outside the bargaining unit may be an appropriate position for accommodating a nurse
- iii) When the parties agree to a permanent accommodation whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.
- iv) The parties may agree to a written agreement for temporary accommodations of extended duration.
- v) The home position of a nurse requiring permanent accommodation may be posted under the following circumstances:
  - A) The nurse is permanently accommodated in another position or arrangement
  - B) the weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future
  - C) the employer may elect to fill the disabled nurse's home position by posting a temporary to permanent vacancy
    - 1) In so electing, the position will be filled in accordance with the job posting provisions of the collective agreement
    - 2) If and when it is confirmed that the disabled nurse cannot return to her original position, the position may be offered to the incumbent on a permanent basis

- 3) When a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
  
- D) Filling of a disabled nurse's home position does not remove the Hospital's duty to accommodate that nurse.

Dated at Sudbury, Ontario, this 28 day of May, 2009.

FOR THE EMPLOYER

  
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A. Leo  
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Francis Theophanis  
\_\_\_\_\_

R. Thomas  
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Maykenzi  
\_\_\_\_\_

Lauren Haines  
\_\_\_\_\_

FOR THE UNION

D. Kutelew  
\_\_\_\_\_   
Labour Relations Officer

D. Hannon  
\_\_\_\_\_

B. B.  
W. J.  
M. S.  
\_\_\_\_\_

S. Chyckowski  
\_\_\_\_\_

R. Kennedy  
\_\_\_\_\_

## LETTER OF UNDERSTANDING

Between:

**HÔPITAL RÉGIONAL DE SUDBURY REGIONAL HOSPITAL**  
(hereinafter referred to as the 'Hospital')

And:

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

Re: Individual Special Circumstance Arrangements

The Hospital and the Association agree to implement individual special circumstance arrangements pursuant to Article 13.05 of the Central Agreement. The Hospital and the Association agree that the intention of creating this type of arrangement is primarily to assist registered nurses with identified special circumstances by reducing their full-time hours. A Letter of Understanding will be developed and signed off for each arrangement based on the terms and conditions set out below:

- (a) All arrangements will be made on a without prejudice or precedents basis to any position either party may take with respect to future Individual Special Circumstance Arrangements.
- (b) The Nurse shall make written application to her or his manager and will include the reason(s) for application and the length of time she/he is requesting the arrangement for.
- (c) The decision to allow an individual circumstance arrangement will be made in consideration of the personal need of the individual and the service requirement of the hospital.
- (d) The decision to enter into an arrangement shall require the mutual agreement of the Association, the Hospital and the nurse.
- (e) The scheduling provisions of the local agreement may be waived to allow flexibility of scheduling individual special circumstances.

The Association, the Hospital or the Nurse may discontinue the arrangement by either party providing (90) days written notice or by mutual agreement.

Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation.

If the arrangement is discontinued the incumbent will revert back to full-time status.

It is agreed that registered nurses in these positions are not entitled to declare their availability for extra shifts.

In the event that the registered nurse affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued and the full-time position will revert to full-time.

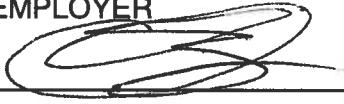
Registered nurses in these positions will discuss any change in circumstance with the Association and their Manager on a semi annual basis or at other points in time as agreed upon by the parties. All arrangements will have an agreed upon date of conclusion.

The benefits and vacation for these arrangements shall be according to the schedule set out below:


Benefits	Option A .8 FTE	Option B .9 FTE
Hours of Work	Bi-weekly hours will be averaged in accordance with the hours of a full time rotation	
Dental/Medical/Semi-Private	Same cost sharing as full-time	Same cost sharing as full-time
Statutory Holidays	Arrangements lasting six (6) months or more will have their statutory holidays pro-rated in accordance with the applicable option i.e., A or B noted above.	
HOOPP	Based on 75 hours bi-weekly or as required due to averaging.	
Group Life	Based on .8 FTE	Based on .9 FTE
Sick Leave (STD)	Based on .8 FTE	Based on .9 FTE
Long Term Disability (LTD)	Based on .8 FTE	Based on .9 FTE
Vacation	Based on .8FTE e.g., 4 wk entitlement = 120 hours	Based on .9 FTE e.g., 4 wk entitlement = 135 hours
Service & Seniority i.e., remains a date	Remains unchanged i.e., Same as full-time	
Additional Shifts	Not recommended. If additional shifts result in overtime, premium will not be payable until the individual has worked more than 78.75 hours in the pay period.	
Other Applications	As per collective Agreement	

Dated at Sudbury Ontario, this 28 day of May, 2009.

FOR THE EMPLOYER



C. Leo



Thomas

Mae Kenzi

Lawrence Hanson

FOR THE UNION



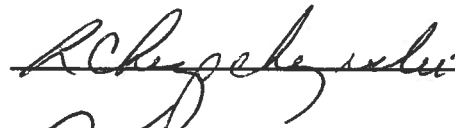
Labour Relations Officer

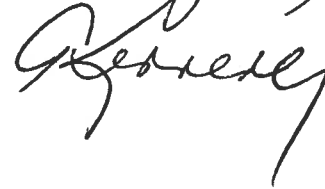
Donna Hausman





M. Adams





## LETTER OF UNDERSTANDING

Between:

**HÔPITAL RÉGIONAL DE SUDBURY REGIONAL HOSPITAL**  
(hereinafter referred to as the 'Hospital')

And:

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

Re: Alternative Levels of Job Sharing

The Employer agrees to provide the Union with written confirmation of the location and names of the nurses occupying the existing three (3) way job share positions within thirty (30) days of signing this letter. The Employer agrees to notify the Union within thirty (30) days of any changes in the three (3) way job share arrangements.

The parties agree that there will be no further three (3) way job share arrangements posted within the Hospital and the Hospital will not post any other positions once all the current positions are vacated.

- (a) Total hours worked by the job sharers shall equal the number of full-time positions being shared. The division of these hours on the schedule shall be determined by mutual agreement between the nurses sharing the position and the Manager of the Unit.
- (b) The above schedules shall confirm with the scheduling provisions of the Full-time Collective Agreement.
- (c) Each job sharer may exchange shifts with her partner, as with other nurses as provided by the Collective Agreement.
- (d)
  - i) The job sharers involved will have the right to determine which partner works on scheduled paid holidays. Job sharers shall only be required to work the number of paid holidays that the full-time nurses would be required to work i.e., equivalent to the number of full-time rotations being shared.
  - ii) It is understood that one (1) job sharer will work either Christmas or New Year's for each full-time rotation that is being shared. The other job sharers will have time off or premium pay will apply.

### Coverage

- (e)
  - i) Job sharers will be given the option to cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit manager must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
  - ii) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreements:

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit manager, but it is hoped that the remaining members of the arrangement would be prepared to cover the leave of absence as much as possible.

Implementation

- (f) Where the job sharing arrangement arises out of the filling of a vacant full-time position or positions, all job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (g) Any incumbent full-time nurses wishing to share their positions, may do so without having their 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. e.g., in a three (3) way job share arrangement one (1) part-time opportunity would be posted.
- (h) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared positions must revert to full-time positions. The remaining nurses will have the option of continuing in the full-time positions or reverting to part-time positions for which they are qualified. Unfilled full-time positions must be posted in accordance with the Collective Agreement.

Discontinuation

- (i) 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. It is also understood that the original position will revert to a full-time position.

In the event that a layoff is to occur within a unit, individuals in a job share arrangement will be considered the same status as the other part-time staff in the unit in terms of seniority and layoff. If one or both of the participants in the job share arrangement are laid off, the position will be dealt with under (i) above.

Dated at Sudbury Ontario, this 28 day of May, 2009.

FOR THE EMPLOYER

  
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A Lee  
\_\_\_\_\_

Francis Kulepshchik  
\_\_\_\_\_

Thomas  
\_\_\_\_\_

Imykeni  
\_\_\_\_\_

Rameen Hareed  
\_\_\_\_\_

FOR THE UNION

  
\_\_\_\_\_

Labour Relations Officer

Dana Hauwin  
\_\_\_\_\_

PTAB  
\_\_\_\_\_

  
\_\_\_\_\_

M. Duro  
\_\_\_\_\_

S. Chahal  
\_\_\_\_\_

R. Reedy  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**HÔPITAL RÉGIONAL DE SUDBURY REGIONAL HOSPITAL**  
(hereinafter referred to as the 'Hospital')

And:

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

Re: Post Retirement Appointments

The parties agree that there is value in providing nurses who have recently retired with an alternate employment opportunity.

A nurse who has retired from the hospital and is available to work at least six (6) tours over the period of a schedule may be rehired on a post-retirement appointment. A former employee may be considered for post-retirement appointment depending on the need of the unit, and the skills and performance of the former employee.

Post retirement appointments will receive pre-scheduled shifts once regular part-time nurses have received up to their commitment in accordance with Article H-5 (a).

Remaining extra hours following the posting of the schedule may be offered to the post-retirement employee once all regular part-time nurses have been offered shifts in accordance with Article H-7 (a), (b), (c), (d), and (e).

A post-retirement appointment will be for a term of one (1) year or upon either party giving two (2) weeks written notice. Subsequent post retirement appointments may be considered depending on the needs of the units and the ongoing skills and performance demonstrated by the post-retirement appointee.

In accordance with Article 10.08 of the central agreement (Layoff) the post-retirement appointee will be subject to the same provisions as a casual nurse.


A post retirement appointment is not considered a vacancy and therefore need not be posted in accordance with Article 10.06 of the central agreement.

All employees in post-retirement appointments at the time the new collective agreement is implemented shall be grandfathered into their appointments until their termination. Effective the date of the new local issues no new post-retirement appointments will be made.

Dated at Sudbury Ontario, this 28 day of May, 2009.

FOR THE EMPLOYER

FOR THE UNION

  
\_\_\_\_\_  
A. Lee  
\_\_\_\_\_  
Margie Kulschode  
\_\_\_\_\_  
Thomas  
\_\_\_\_\_  
MacKenzie  
\_\_\_\_\_  
Raureen Hansford

Deutsche  
\_\_\_\_\_  
Labour Relations Officer  
Ms. Hansen  
\_\_\_\_\_  
Bob  
\_\_\_\_\_  
Kat  
\_\_\_\_\_  
M. Jones  
\_\_\_\_\_  
Abby  
\_\_\_\_\_  
DePree

**LETTER OF UNDERSTANDING**

Between:

**HÔPITAL RÉGIONAL DE SUDBURY REGIONAL HOSPITAL  
(Hereinafter referred to as "the Hospital")**

And:

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

RE: Scheduling Advisory Working Group

A scheduling Advisory Working Group will provide a forum for the parties to take a pro-active approach to identifying creative alternatives to scheduling issues.

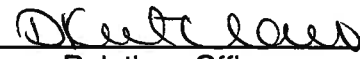
1. The purpose of the group shall be to act in an advisory capacity and to recommend solutions to scheduling issues that can not be resolved at the unit level.
2. The Working Group shall be comprised of equal representation from the Union and Management. There will be two (2) members from ONA, selected by ONA and two (2) members representing the Hospital selected by the Hospital. The ONA representatives will be paid to attend working group meetings in accordance with Article D-7 of the Collective Agreement. The individual unit manager and a unit representative, as selected by the nurses on the affected unit, will be invited to attend working group meetings on an ad hoc basis to address specific unit scheduling concerns that have been identified.
3. Where scheduling violations are identified and unable to be resolved at the unit level, the schedule will be forwarded to the Scheduling Advisory Working Group for review.
4. The Working Group will meet no later than two (2) weeks prior to the posted schedule due date to assist Managers. The Working Group will meet no later than two (2) weeks after the posted schedule to assist with resolving outstanding scheduling issues not resolved at the unit level.
5. The Working Group shall initially determine its terms of references and procedure for dealing with and making recommendations on scheduling matters.
6. It is understood that Nursing Unit Managers continue to reserve their right to make all decisions on all scheduling matters.

Dated at Sudbury Ontario, this 28 day of May, 2009.


FOR THE EMPLOYER

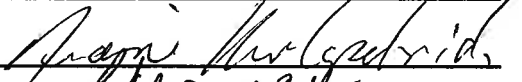
FOR THE UNION




  
Labour Relations Officer

























**LETTER OF UNDERSTANDING**

**BETWEEN**

**HÔPITAL RÉGIONAL DE SUDBURY REGIONAL HOSPITAL  
(Hereinafter referred to as "the Hospital")**

**AND**

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

**RE: Training in Peds/NICU**

This letter of understanding was developed in order to guide the training of all employees in Peds/NICU. The intent of the agreement is to allow flexibility to the unit in terms of staffing to manage patient acuity during the training phase. The agreement made in this document are on a without prejudice, without precedent basis to any future training agreements.

The cross training will occur in the following manner:

- (a) The two (2) remaining staff members hired into Peds/NICU will be trained first.
- (b) The most senior Registered Nurse will be offered the opportunity to be trained first and so on down the list until all training is complete.
- (c) Training schedules for full-time and part-time RNs will be separate.
- (d) If the most senior RN declines her first turn to be trained, the employee will sign a declaration to be moved to the bottom of the list. The Union will support this declaration. The aim of this initiative is to have all of the staff in Peds/NICU trained by July 2006.
- (e) If all employees decline their first turn to be trained, the unit will proceed with training the most junior employee first.
- (f) Nurses who will be retiring by June 2006 will not be scheduled to cross train.
- (g) If Nurses are planning to retire as it nears their turn to cross train, their plans and the operational needs of the unit will be taken into consideration before the Nurse is cross-trained.
- (h) By by-passing their turn, the senior employees will be made aware that they may lose out on call-in shifts if a call comes in for an area that they are not qualified to work in.
- (i) Once employees are cross-trained the unit will endeavour to book the employee's tours equally in both areas where operationally feasible. This will allow trained employees to maintain their skills in both areas.

Dated at Sudbury, Ontario, this 28 day of May, 2009.

FOR THE EMPLOYER

[Signature]

A. Lee

[Signature]

Thomas

[Signature]

Laureen Hanson

FOR THE UNION

[Signature]  
Labour Relations Officer

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

## LETTER OF UNDERSTANDING

Between:

**HÔPITAL RÉGIONAL DE SUDBURY REGIONAL HOSPITAL**  
(hereinafter referred to as the 'Hospital')

And:

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

Re: Two Day, Two Night (2D2N) Extended Tour Schedule

1. The parties agree only those nurses who request will be scheduled to work the 2D 2N extended tour rotation. The number of nurses working in a 2D2N will be at the manager's discretion.
2. The 2D 2N schedule may be discontinued in any unit when:
  - (a) Sixty percent (60%) of the employees in a unit who work the schedule so indicate by secret ballot;  
  
or
  - (b) The Hospital decides to do so because 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, and states its intention to discontinue the 2D2N schedule,
  - (c) When the notice of discontinuance is given by either party in accordance with number (b) above, then
    - (i) The parties shall meet within four (4) weeks of the giving notice to review the request for discontinuation; and
    - (ii) Where it is determined that the 2D 2N extended tours will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
  - (d) The Local Union will be informed of the results of the secret ballot within three (3) days.

3. The scheduling provisions contained in Article H are applicable save and except the following:
  - (a) Article H-2 (a) "The Hospital agrees that is will not pres-schedule a nurse to work a requirement for more then...three (3) consecutive extended shifts or premium pay will apply"
  - (b) Article H-3 (b) "For full-time and part-time, six (6) weekends out of twelve (12) weekends shall be scheduled off for nurses working seven and one half (7.5) hour shifts and every other weekend off for nurses working extended shifts.
4. An employee will not receive premium pay as defined in Article 14 for all hours worked on a third (3<sup>rd</sup>) consecutive weekend if this weekend is pre-scheduled on the 2D 2N rotation as voted on and approved by the employees on the unit. Article H-4 will apply in all other circumstances pertaining to Third Weekend Premium.
5. All schedules will be done on the basis that each full-time employee will have one thousand and nine hundred and fifty hours per year which includes ninety hours of statutory holidays.
6. Every quarter, employees will be required to submit their request for when their additional tour(s) will be scheduled. The manager will make every reasonable attempt to schedule as requested. If no request is made, the manager will pre-schedule the additional tour at their discretion provided this shift is not scheduled on a weekend off. If an employee requests this tour(s) be scheduled on a weekend off, the third subsequent weekend premium will not apply.

Dated at Sudbury Ontario, this 28 day of May, 2009.

FOR THE EMPLOYER

  
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A Lee  
\_\_\_\_\_

M. Anne Kukulski  
\_\_\_\_\_

R. Thomas  
\_\_\_\_\_

M. McKenye  
\_\_\_\_\_

Ramona Hancock

FOR THE UNION

D. Dutclaw  
\_\_\_\_\_

Labour Relations Officer

D. Haines  
\_\_\_\_\_

B. ...  
\_\_\_\_\_

H. ...  
\_\_\_\_\_

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

**LETTER OF UNDERSTANDING**

Between:

**HÔPITAL RÉGIONAL DE SUDBURY REGIONAL HOSPITAL**  
(hereinafter referred to as the 'Hospital')

And:

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

RE: Resource Pool

The Parties agree to the following guidelines for units that utilize Resource Pools.

1. At the point that schedules are being developed, the Hospital will guarantee that regular part-time nurses will be scheduled for no less than 33.75 hours per pay period.
2. Regular part-time nurses will not be cancelled below 33.75 hours and this minimum shall take precedence in a cancellation situation.
3. Prior to the cancellation of a shift, the Resource Pool nurse who has been scheduled that day on the unit in which the cancellation would otherwise occur shall be considered with the other nurses as if the Resource pool nurse was permanently assigned to that unit, for the purposes of offering time off and cancellation.
4. Subject to the foregoing, the Hospital may utilize Resource Pool nurses as it shall determine.
5. The Hospital agrees to meet with the Association in advance of introducing Resource Pools into new programs.

Dated at Sudbury, Ontario, this 27 day of May, 2009.

FOR THE EMPLOYER

  
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A Lee  
\_\_\_\_\_

Francis Kulspatrick  
\_\_\_\_\_

Thomas  
\_\_\_\_\_

M<sup>rs</sup> Kuzni  
Laureen Hawesin  
\_\_\_\_\_

FOR THE UNION

D. Dickson  
\_\_\_\_\_

Labour Relations Officer

Doreen Hawesin  
\_\_\_\_\_

PA  
\_\_\_\_\_

Kate  
M. Jones  
\_\_\_\_\_

Keene  
\_\_\_\_\_

## LETTER OF UNDERSTANDING

Between:

**HÔPITAL RÉGIONAL DE SUDBURY REGIONAL HOSPITAL**  
(hereinafter referred to as the 'Hospital')

And:

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

### RE: Article 10.08 (a) – Single Shift Reassignment

In accordance with Article 10.08 (a), the Parties agree to implement the following principles for single shift reassignment. The reassignment will be from the employee's home unit to any other unit as required by the Hospital for the period of time up to and including a single shift.

1. Reassignment will occur bearing in mind the following principles:
  - i) patient care and safety requirements are the first priority
  - ii) the hospital will not reassign probationary employees.
  - iii) the Hospital will reassign, where possible, employees who volunteer
  - iv) the Hospital will reassign staff nurses in the following sequence, on the basis of reverse seniority: resource pool nurses who are normally assigned to the Unit to which the reassignment is being made, casual/post-retiree, part-time and/or full-time
  - v) In accordance with Article 10.07 (g) of the Collective Agreement, it is understood that nurses who volunteer or who are designated for reassignment, will only be reassigned if they are qualified to perform the available work in the Unit or area where the reassignment is to occur.
2. Employees reassigned will be provided with a resource nurse who will familiarize the reassigned employee to the general functioning of the unit.
3. The reassigned employee will identify to the resource nurse her skills, abilities and limitations in relation to the duties on the receiving unit.
4. The Hospital and the Association will meet within six (6) months of implementing the reassignment process to assess the process.

Dated at Sudbury, Ontario, this 28 day of May, 2009.

FOR THE EMPLOYER

  
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A Leo  
\_\_\_\_\_

Marie Holbrooke  
\_\_\_\_\_

Thomas  
\_\_\_\_\_

MacKuzni  
\_\_\_\_\_

Raureen Harrison  
\_\_\_\_\_

FOR THE UNION

D. H. Brown  
Labour Relations Officer  
\_\_\_\_\_

Donna Harrison  
\_\_\_\_\_

Bob  
\_\_\_\_\_

Pat  
\_\_\_\_\_

Richard  
\_\_\_\_\_

Kenney  
\_\_\_\_\_

## LETTER OF UNDERSTANDING

Between:

**HÔPITAL RÉGIONAL DE SUDBURY REGIONAL HOSPITAL**  
(Hereinafter referred to as "the Hospital")

And:

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

Re: Article 10.07 (h) – Introduction of Supernumerary Positions 2007-2008


In accordance with Article 10.07 (h), the Parties agree to implement the following principles for the Introduction of supernumerary positions to be offered to newly graduated nurses

- 1) Under the MOHLTC new graduate guarantee, the Hospital will be creating supernumerary positions on a all nursing units or areas where nurses work in addition to medical/surgical units.
  - i) The Hospital will determine the number of supernumerary positions that will be available ensuring first that the regular staffing needs of the unit are addressed and that appropriate government funding is secured.
  - ii) The Hospital will only be posting as many supernumerary positions that can reasonably be bridged into full-time positions.
  - iii) New graduates in supernumerary positions will be over and above the regular staff complement. Supernumerary nurses will not be used to backfill shifts that would normally be filled by a regular staff nurse i.e. sick time or vacation. As part of the integration and learning supernumerary nurses may be assigned to full patient assignment.
  - iv) Each New Grad in a supernumerary position will be in a formal Mentorship arrangement in accordance with Article 9.08 (c).
  - v) The parties agree that the purpose of the supernumerary positions is to provide enhanced orientation and education with respect to nursing skills.
- 2) The parties agree that such nurses will not be permitted to apply for or be transferred into posted positions until their probationary period is complete.
  - i) If after the probationary period the graduate is successful in bridging into a permanent full-time position, the parties will reach an agreement on the use of the remaining funds. At minimum these will include the opportunities consistent with the MOHLTC task force.
  - ii) The Hospital and the Union will meet at the three (3) month point to review the status of the supernumerary positions.
- 3) The transition of bridging new graduates into permanent vacancies will be done within the requirements of 10.07 (c) the Collective Agreement.

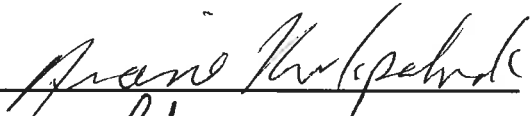
- 4) Following the posting process, vacancies with no qualified internal applicants, may be held for a period of six (6) months as per the Collective Agreement for bridging opportunities.
- 5) The Association will be provided updates with respect to the supernumerary positions at the prescheduled Hospital Association Committee monthly meetings.
- 6) This agreement is made without prejudice or precedent to either party.

Dated at Sudbury Ontario, this 28 day of May, 2009.

FOR THE EMPLOYER

  
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A. Lee

  
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Pran Kulkarni  
Thomas

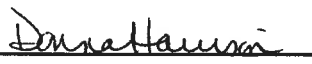
  
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MacKenzie  
Ramona Hancock

FOR THE UNION


  
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Labour Relations Officer

  
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K. Lat  
M. Lat

  
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K. Lat  
K. Lat

## LETTER OF UNDERSTANDING

Between:

**HÔPITAL RÉGIONAL DE SUDBURY REGIONAL HOSPITAL**  
(Hereinafter referred to as the "Employer")

And:

**ONTARIO NURSES' ASSOCIATION LOCAL 013**  
(Hereinafter referred to as the "Union")

Re: Article 9.09 – Guiding Principles for Internships – Critical care (ICU, CVT, ICU Med/Surgl& Cath Lab)

- 1) Internships will be posted and made available for all Registered Nurses in accordance with 9.09.
- 2) The hospital has the right to select both part-time and full-time employees for these temporary full-time opportunities. Employees in the internships will maintain their permanent status.
- 3) The Hospital will assume costs for the successful interns related to:
  - i) Payment for time spent in classroom clinical and practicum
  - ii) A full Critical Care orientation program including additional weeks of mentorship
  - iii) Any other costs associated with completion of the program
- 4) In exchange for item #3 above, the intern will commit to continued employment with the Hospital for two years following the completion of their internship except where the Hospital may waive this requirement or this participant is impacted by an unforeseen circumstance that would create undue hardship of the participant to complete the period.
- 5) If it is determined within the first three (3) months of the internship that the arrangement is not working out, it is the Hospital's right to move the employee back to their home position.
- 6) It is understood that the intern need not be considered for internal postings in units other than the ICU Meg/Surg, ICU CVT or the Cath Lab during the course of the internship arrangement (1 year).
- 7) Should a permanent position in one of the above mentioned units become available, interns will be able to apply and if successful the position will be held for them until they complete their internship.
- 8) Should they be the successful applicant to a position on the unit in which they are completing the internship. The Hospital may move them into the permanent position prior to the end of the (1) year.
- 9) Prior to the termination of the trial period, the parties agree to meet to review the structure and process evaluation of the Critical Care Internship program. At the time, a decision will be made regarding the continuation of the program.

Dated at Seabury, Ontario, this 28 day of May, 2009.

FOR THE EMPLOYER

[Signature]

A Lee

Francis Kholystroki

Thomas

MacKuzi

Lauren Hawes

FOR THE UNION

[Signature]  
Labour Relations Officer

[Signature]

[Signature]

[Signature]  
[Signature]

[Signature]

[Signature]

**LETTER OF UNDERSTANDING**

Between:

**HÔPITAL RÉGIONAL DE SUDBURY REGIONAL HOSPITAL**  
(Hereinafter referred to as the "Employer")

And:

**ONTARIO NURSES' ASSOCIATION LOCAL 013**  
(Hereinafter referred to as the "Union")

Re: Healthy and Safe Workplace

The Hospital, in consultation with appropriate parties, which may include JOHSC, will develop, implement and amend as appropriate, policies, procedures and programs pertaining to the provision of a safe and healthy workplace as outlined in Article 6.05 (b) of the ONA central provisions. The topics may include, but are not limited to; Violence in the Workplace (including Verbal Abuse), Musculoskeletal Injury Prevention, Needle Stick and other sharps Injury Prevention, Nurses who regularly work alone or who are isolated in the workplace and Wellness Initiatives **and individual safety in the workplace.**

This does not expand the scope and responsibilities of the JOHSC or its members nor their terms of reference in effect on October 1, 2008.

The Hospital will provide ONA with copies of any final policies, procedures and programs.

Dated at Sudbury Ontario, this 28 day of May, 2009.

FOR THE EMPLOYER

  
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A Lee  
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Marian Kufajevski  
Thomas  
\_\_\_\_\_

Mackenzie  
Lamreen Hancock  
\_\_\_\_\_

FOR THE UNION

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

Dana Hawn  
\_\_\_\_\_

B  
Kat  
Memo  
\_\_\_\_\_

Robyn  
Reid  
\_\_\_\_\_

## LETTER OF UNDERSTANDING

Between:

**HÔPITAL RÉGIONAL DE SUDBURY REGIONAL HOSPITAL**  
(Hereinafter referred to as the "Employer")

And:

**ONTARIO NURSES' ASSOCIATION LOCAL 013**  
(Hereinafter referred to as the "Union")

Re: Article 13.04 Introduction & Discontinuation of Weekend Worker Arrangements

In accordance with Article 13.04 the Parties agree to the following principles for the introduction and discontinuation of Individual Weekend Worker Schedules.

### **Introduction**

Individual employee request:

1. A full-time employee wishing to participate in a weekend worker schedule will submit the request to their manager in writing. All requests will receive due consideration. In the event more than one request is received at the same time, consideration will be given based on seniority and individual circumstances.
2. If approved, the employee's full-time line will be converted to a weekend worker assignment on a trial basis for one (1) year. Once the trial period is completed the full-time nurse cannot revert back to her regular full-time line without agreement from the Hospital.

Hospital Need

3. When the Hospital introduces a new weekend worker the position will be posted in accordance with Article 10.07 of the Collective Agreement.

### **Discontinuation**

Individual employee request:

4. Either party may discontinue the weekend worker assignment with ninety (90) days notice within the trial period. Upon receipt of such notice a meeting shall be held between the manager, the employee and the union if required to discuss the discontinuation. The discontinuation of a weekend worker schedule needs to coincide with the next posted rotation.
5. Once the notice is given during the trial period, the full-time weekend worker assignment will revert to a regular full-time line as of the next posted rotation and the employee will revert to a regular full-time worker.
6. Upon completion of the trial period employees wishing to discontinue their weekend worker assignment, will be required to post out of the position unless otherwise agreed upon by the Hospital.

Hospital Need

- 7. Employees who have posted into a weekend worker assignment will be required to post out of the position unless otherwise agreed upon by the manager, the nurse and the union.
- 8. If the Hospital wishes to discontinue a weekend worker assignment, after it is posted, the provisions of Article 10 of the Collective Agreement will be followed.
- 9. Once an employee has posted out of a weekend worker assignment, it will be at the Hospital's discretion whether or not to continue on with the weekend worker assignment, or convert the line into a regular full-time position.

Dated at Sudbury Ontario, this 28 day of May, 2009.

FOR THE EMPLOYER

[Signature]

A. Lee

[Signature]

R. Thomas

[Signature]

Lameen Hassan

FOR THE UNION

[Signature]  
Labour Relations Officer

[Signature]

[Signature]

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