

COLLECTIVE AGREEMENT

Between:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

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

Expiry Date: March 31, 2011

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APPENDIX 3**SALARY SCHEDULE**

Articles 19.01(a) and (d) apply to nurses only

- 19.01 (a) The salary rates in effect during the term of the Agreement shall be those set forth in Appendix 3 attached to and forming part of this Agreement. The regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Nurses at hospitals shall be as follows:

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

NOTE 1: The above adjustments resolve the issue of Pay Equity maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity maintenance without any specific reference to male comparators. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

(Articles 19.01(b) and 19.01 (c) apply to part-time nurses only)

- (b) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

- (c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Hospital's Pension Plan when eligible in accordance with

its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 13%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

- (d) The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and the other classifications which are covered by the Collective Agreement.

APPENDIX 3
SALARY SCHEDULE

Classification – Registered Nurse First Assistant

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	35.92	37.00	38.11
1 Year	36.45	37.54	38.67
2 Years	37.03	38.14	39.28
3 Years	38.85	40.02	41.22
4 Years	40.70	41.92	43.18
5 Years	44.05	45.37	46.73
8 Years	44.15	45.47	46.83
25 Years	44.81	46.15	47.53

APPENDIX 3
SALARY SCHEDULE

Classification – Graduate Nurse

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	26.29	27.08	27.89

APPENDIX 4

SUPERIOR CONDITIONS

Previously existing conditions retained as provided for in the O'Shea interest arbitration award dated October 23, 1981 include the following:

- 1) Article 5.01 of the previous collective agreement provides that the Hospital will send to the Union along with its cheque for the dues deducted, a list of the names, addresses and Social Insurance Numbers on whose behalf such deductions have been made. The list shall also include the names of those nurses on leaves of absence, newly hired and those who have terminated their employment in that month.

- 2) The provisions of Article 13.09 (full-time) and Article 13.07 (part-time) of the previous Collective Agreement shall be retained:

"Paternity Leave"

The Hospital shall grant a paternity leave without pay and without loss of seniority for two (2) weeks which may, at the request of the nurse include the day of delivery.

- 3) The provisions of Article 17.02 of the previous collective agreement shall be retained:

"Should a nurse be called in on her/his scheduled day off, she/he will be compensated at the rate of time and one-half (1½) her/his regular rate of pay and for full-time nurses, another unpaid day off will be scheduled."

PART-TIME ONLY:

- 4) The provisions of Article 18.04 shall be retained:

"To qualify for holidays with pay as above, a nurse must work twelve (12) tours in the previous twenty-eight (28) days."

- 5) The provisions of Article 19.02 (d) shall be retained for nurses who enjoy the benefit while employed by the Hospital:

"Vacation pay for Casual Part-time Nurses shall be computed at the rate of six (6%) percent of their gross earnings during the vacation fiscal year."

FULL-TIME ONLY:

CASH-OUT PROVISIONS FROM THE PREVIOUS COLLECTIVE AGREEMENT INCLUDED FOR REFERENCE

- 20.02 Nurses with five (5) years continuous service, but less than ten (10) years continuous service, who terminate their services for any reason, will be permitted to cash out twenty-five percent (25%) of the sick leave bank.
- 20.03 Nurses with more than ten (10) years continuous service, who terminate their services for any reason, will be permitted to cash out fifty percent (50%) of their sick leave bank.
- 20.04 Nurses who retire under any of the terms of the Hospitals of Ontario Pension Plan will be permitted to cash out fifty percent (50%) of their total sick leave bank.

APPENDIX 5

LOCAL ISSUES

Between:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

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

FULL-TIME & PART-TIME

APPENDIX 5

LOCAL ISSUES

ARTICLE A – RECOGNITION

A.01 The Hospital recognizes the Union as the sole bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity, by the Orillia Soldiers' Memorial Hospital at Orillia, save and except, Head Nurses and persons above the rank of Head Nurse.

Note: It is understood that Head Nurses are equivalent to the position now known as Program Managers as of 2008.

ARTICLE B – DEFINITIONS

- B.01
- (a) An afternoon tour or a night tour shall be any tour which commences or ends between 1900 and 0200 hours.
 - (b) For the purposes of scheduling, the first [1st] shift of the day shall be days.
 - (c) For the purposes of shift premium payment, evening premium will be paid for all hours worked between fifteen hundred (1500) and twenty-three hundred (2300) hours, and night premium will be paid for all hours worked between twenty-three (2300) hours and seven hundred (0700) hours.

ARTICLE C - MANAGEMENT FUNCTIONS

- C.01 The Union acknowledges that it is the exclusive function of the Hospital to:
- (a) Maintain order, discipline and efficiency.
 - (b) Hire, retire, direct, classify, transfer, promote, demote, lay-off, and discharge, suspend and discipline nurses for just cause, provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that a nurse has been unjustly discharged, suspended or disciplined, may be the subject of a grievance and dealt with in accordance with the Grievance Procedure.
 - (c) Establish and enforce reasonable rules and regulations to be observed by the nurses. The Hospital will furnish the Union with copies of published Hospital rules and regulations, prior to posting same on bulletin board.
 - (d) Generally to manage and operate the Hospital in all respects, in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of nurses required from time to time, the standards of

performance for all nurses, and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.

C.02 The Hospital agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE D - UNION COMMITTEES & REPRESENTATIVES (ARTICLE 6)

D.01 (a) Negotiating Committee

The Hospital shall recognize a Negotiating Committee of not more than four (4) nurses who are in the employ of the Hospital, selected by the Union.

(b) Grievance Committee

The Hospital will recognize a Grievance Committee composed of not more than three (3) nurses selected by the Union.

(c) Hospital-Union Committee

This Committee shall be composed of three (3) representatives of the Union who are in the employ of the Hospital, and an equal number of representatives from the Employer. Each party may have alternates to replace a member from time to time.

(d) No more than one (1) nurse shall be granted leave from any one (1) unit anytime except in the case where the second [2nd] person is a member of the Executive, in that case the Union agrees to waive normal scheduling patterns during the term of leave. For the purposes of this Article, Nursery and Paeds shall be considered one (1) unit.

D.02 Union Representatives

The Hospital will recognize eleven (11) Union representatives from the following areas:

Two (2) each from: Medicine
 Surgery

One (1) each from: Paediatrics
 Chronic Care
 Operating Room & Recovery
 Obstetrics & Nursery
 Intensive Care Unit
 Emergency, and part-time representative

D.03 The Hospital agrees that an Officer of the Union or Union representative shall be allowed a reasonable period of time within regular working hours to interview a newly hired nurse during her/his orientation period.

D.04 The Employer will pay the Bargaining Unit President at her/his regular straight time hourly rate for all hours spent attending meetings requested by the Employer outside her/his regularly scheduled hours.

D.05 Scheduling Committee

This Committee shall be established on an ad hoc basis from the Hospital-Association Committee to review significant changes to current schedules or staffing on a unit.

Where the Committee determines a requested schedule or staffing change on a unit to be appropriate, the scheduling options will be fully developed and the options will be put to a vote of the staff on the affected unit.

Such vote will be organized and run jointly by the Union and the Hospital and shall require a seventy-five percent (75%) approval by all permanent nurses normally assigned to the unit. Normally assigned is defined as those permanent nurses who have regularly worked on the unit within the previous six (6) months, unless absent on approved leave.

ARTICLE E - SENIORITY (ARTICLE 10)

E.01 The Hospital shall post the seniority list on the bulletin board in January and July.

ARTICLE F - LEAVE OF ABSENCE (ARTICLE 11)

F.01 Leave of absence for Union business shall be granted pursuant to the following conditions:

- (a) The Union will provide the Hospital with at least two (2) weeks written notice, except in extenuating circumstances.
- (b) No more than four (4) nurses shall be granted leave at one (1) time.
- (c) No more than one (1) nurse shall be granted leave from any one (1) unit anytime except in the case where the second [2nd] person is a member of the Executive, in that case the Union agrees to waive normal scheduling patterns during the term of leave.
- (d) All such leaves shall not exceed six hundred and fifty (650) hours collectively in any one (1) calendar year.
- (e) For the purposes of this Article, paediatrics/NICU and OBS/labour and delivery will each be considered one (1) unit.
- (f) Should the Local Co-ordinator be an employee of the Hospital, she/ he shall be provided with the required leave of absence hours to perform that function and the hours required shall be in addition to the collective hours specified in (d).

- F.02 Subject to Article 11.11 of the Central Collective Agreement the number of nurses off on prepaid leave will be seven (7) at any one (1) time. It is understood that no more than one (1) nurse from any one (1) unit will be off at the same time.

ARTICLE G - SCHEDULING & WORKING CONDITIONS (ARTICLE 13)

- G.01 Meal time of one-half (½) hour shall be scheduled away from the floor during the nurse's tour, whether day, evening or night.
- G.02 A rest period of fifteen (15) minutes will be granted during each half (½) tour.
- G.03 If a nurse is prevented by her/his duties from going to the cafeteria, she/he will be permitted, with the approval of the Program Manager or her/his Immediate Supervisor, to take her/his meal break at the unit.
- G.04 Scheduling - Normal Seven and One-Half (7.5) Hour Tours

- (a) As a general rule, two (2) consecutive days off will be scheduled during each work week. However, schedules may provide for more than five (5), but not more than seven (7) consecutive days of work, except in emergency situations, without days off, provided that four (4) days off are scheduled for each fourteen (14) day period. In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split by mutual consent.
- (b) Weekly schedules shall be posted four (4) weeks in advance, excluding prime vacation time. Requests for specific days off are to be submitted, in writing, at least one (1) week in advance of the day the schedule is posted. The Hospital will respond within one (1) week of the request. Any requests for a change in posted schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty with a minimum of twenty-four (24) hours notice.

Exchange of Shifts

All nurses shall be allowed to request to exchange of shifts between all categories, with a minimum of twenty-four (24) hours' notice and shall be submitted to the Program Manager during her regular working hours, unless exceptional situations prevent it. Such requests shall be in writing and signed by both nurses involved and with the approval of the Program Manager.

- (c) At least two (2) consecutive tours "off duty" normally shall be scheduled when tours of duty are changed, and at least six (6) consecutive tours "off duty" shall be scheduled following night duty, except when a shorter period of time between changes of tour is scheduled by mutual consent.
- (d) Nurses working on normal daily tours are entitled to at least two (2) weekends off in four (4) and nurses working on extended tours are entitled to at least every second [2nd] weekend off. The Hospital will endeavour to provide nurses working normal daily tours with at least every other weekend

off. Should a nurse be required to work three (3) consecutive weekends or more, she/he shall be paid premium pay as set out in Article 14.03 for the third [3rd] weekend and for each succeeding weekend worked until a weekend is scheduled off.

A weekend shall be defined as fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.

- (e) In the case of a nurse who normally rotates on at least two (2) of the three (3) tours of duty, the Hospital will endeavour to schedule at least fifty percent (50%) of her/his tours on the day tour. The Hospital will not schedule nurses to work more than two (2) consecutive weeks of evenings and/or nights when rotating on these shifts.

For nurses working extended tours, the Hospital will schedule at least fifty percent (50%) of her/his tours on the day tour. The above will apply unless mutually agreed otherwise between the nurse and her/his immediate supervisor.

- (f) A nurse who requests specific tours, with the exception of the day tour, on a permanent basis, shall be granted such request whenever possible. Those who are presently employed on specific tours on a permanent basis will not be rotated, except by mutual consent. However, it is understood and agreed that, from time to time, any nurse undertaking specific tours on a permanent basis shall be rotated for the purposes of re-orientation.
- (g) The Hospital shall not assign a nurse to be in charge of a ward, unit or area for the first [1st] shift that she/he is assigned to that unit where the nurse has not worked on the unit for a period of one (1) month or more.

- (h) Short Hour Tours

The parties agree to continue scheduling tours of less than seven and one-half (7.5) hours subject to the following conditions:

Where a nurse works a four (4) hour tour, she/he shall be paid for three and three-quarters (3.75) hours. Such nurse shall receive a one-half (½) hour meal break consisting of fifteen (15) minutes paid time and fifteen (15) minutes unpaid time to be scheduled at a mutually agreeable time during the shift.

Where a nurse works a tour of five (5) hours or more, she/he shall be assigned to a meal break of one-half (½) hour, as well as the usual rest break(s).

G.05 Extended Tour Scheduling

- (a) The extended tour arrangement will be implemented on a trial basis for a period of six (6) months where seventy-five percent (75%) of the nurses in a given unit(s) are in favour, and where the Hospital is also in agreement. Following the trial period, the extended tour arrangement will be continued

upon agreement of the Hospital. If, at any time following the trial period, either the Hospital or seventy-five percent (75%) of the nurses involved requested the discontinuance of this tour system, it will then be discontinued.

Where the majority of the nurses on the unit(s) in question have voted to initiate the trial period, and where the extended tour arrangement is continued after the trial period, then all the nurses on the unit(s) in question, shall be required to work the extended tour during the trial period and thereafter.

- (b) Meal breaks shall consist of a thirty (30) minute lunch, and a thirty (30) minute supper period.
- (c) There shall be two (2) fifteen (15) minute rest periods.
- (d) A nurse shall receive every second [2nd] weekend off unless otherwise agreed to between the nurse and the Employer.
- (e) A nurse may not work any more than three (3) twelve (12) hour shifts in succession.

G.06

Full-Time:

In accordance with Article 14.09 of the Central Agreement where a nurse has opted for "time off equivalent to the applicable overtime rate [i.e. where the applicable rate is time and one-half (1½), then time off shall be at time and one-half (1½)]". Such time off shall be scheduled at a mutually agreeable time. Such accumulated time shall not exceed thirty-seven and one-half (37.5) hours. All hours in excess of thirty-seven and one-half (37.5) hours shall be paid out at the applicable rate [i.e. time and one-half (1½) and include percent (%) in lieu for part-time].

Part-Time:

- (a) All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.
- (b) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:
 - i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital.
 - ii) A tour will be deemed to be offered whenever a call is placed.
 - iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay.
 - iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made.

- v) Provided they are qualified, nurses may submit their availability to work additional tours to more than one (1) unit, if to do so is in accordance with existing Hospital practice.

G.07

Job Sharing

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

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Program Manager. Job sharers shall not be requested to work any tours outside of the tours of the full-time position unless otherwise mutually agreed otherwise between the nurse and her/his Program Manager.
- (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/his partner, as well as with other nurses as provided by the Collective Agreement.
- (e) 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.
- (f) When possible, Job Sharers will cover their partner during sick leave and vacation. Job Sharers covering their partner's vacation will not be counted in the Unit vacation quota. Job Sharer's will attempt to arrange this coverage with their partner prior to contacting the Program Manager, or designate.
- (g) Having regard to paragraph (f) above, the maximum vacation entitlement taken by job shares shall jointly, when added together, not exceed the annual entitlement the senior job share would earn if full-time.
- (h) The number of job sharing positions currently in place will not be decreased without discussion with the Union. Rationale to support such decrease will be provided.

Any requests to job share in addition to the foregoing will be discussed with the Union.

No request to increase the number of job sharing positions will be unreasonably denied.

- (i) All other provisions covering job sharing are contained in the central Part-Time Agreement.

(j) Implementation

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.

(k) An incumbent full-time nurse wishing to share her/his position, may do so without having her/his half [½] 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.

(l) If one (1) of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to her/his former position. If she/he does not continue full-time, the position must be posted according to the Collective Agreement.

(m) Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

G.08

Standby

- (a)
 - i) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.
 - ii) Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby.
- (b) Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments utilizing the exchange of shift form for documentation purposes.
- (c) A full-time employee will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the employee and the Hospital.
- (d) Employees scheduled for standby shall be provided with beepers.
- (e) The Hospital will continue to make available a private room for employees scheduled for standby.
- (f) Standby will not be scheduled on a night before a scheduled day shift until otherwise agreed to by the employee.

- (g) Where an employee has been called in from standby and worked the hours after 2400 hours, such employee will not be required to work the day shift and shall complete his or her pay card to reflect the day as absent, or scheduled lieu time, unless she/he does so by mutual agreement between the employee and the Hospital.

G.09 All premium payments as per the Central Agreement shall apply should any of the hours of work in this Article not be maintained.

ARTICLE H - PAID HOLIDAYS (ARTICLE 15)

H.01 The Hospital agrees to recognize the following paid holidays:

- | | |
|----------------------------|---------------------------|
| New Year's Day (Jan. 1st.) | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day (Dec. 25th) |
| 2nd Friday in June | Boxing Day (Dec. 26th) |
| Canada Day (July 1st) | * Nurse's Birthday |

* A nurse will designate another day in the year as the holiday if her/his birthday falls on one (1) of the other designated holidays.

H.02 In general, nurses will alternate with each other in being absent from work on holidays - for instance, a nurse having Christmas Day off might not be allowed off on New Year's Day.

In general, nurses will alternate their scheduled days off for Christmas or New Year's on an alternating yearly basis. For example, a nurse who was off for Christmas one (1) year would be expected to be off for New Year's the next year, unless mutually agreed upon by the Program Manager and all nursing unit staff have had their holiday needs met.

The Hospital will schedule the nurses off a minimum of five (5) consecutive days and will endeavour to schedule them off up to seven (7) consecutive days at either Christmas or New Year's.

Christmas shall be defined as any tour which commences on December 24th, 25th and 26th. New Year's shall be defined as any tour that commences on December 31st, January 1st and January 2nd.

Failure to schedule a minimum of five (5) days off will result in premium pay to the affected nurses. The schedule covering the Christmas and New Year's period will be posted on November 1st of each year. The Christmas and New Year's schedule will cover shifts between December 15th and January 15th.

The Union agrees that the normal scheduling patterns will be waived during this holiday period to accommodate the five (5) days off.

Nurses that work in departments that are closed over Christmas and New Year's, may be required to take call during the closure.

- H.03 A nurse's preference shall be considered before posting of schedules for any holiday, provided there is no delay in stating the preference. Scheduling of lieu days, regardless of shift, shall be by mutual consent [within forty (40) days on either side of the holiday].
- H.04 Where a nurse has been scheduled to work on a holiday weekend, she/he shall be scheduled to work the holiday as well, if requested by the nurse prior to the posting of the schedule.

ARTICLE I - VACATIONS (ARTICLE 16)

- I.01 The vacation fiscal year will be from July 1st to June 30th. All requests for the vacation time applicable to June 15th through September 15th inclusive must be submitted by March 15th of each year.

Requests for vacation during the period between June 15th and September 15th will be requested and approved subject to the following:

- (a) Seniority rights may be utilized once during the June 15th to September 15th period to obtain a period of seventy-five (75) hours of vacation entitlement or less. Nurses shall indicate the timeframe they wish to exercise their seniority for.
- (b) The Program Manager will indicate inability to grant a seniority request by March 30 of each year to allow for an alternate selection.
- (c) Nurses who have indicated a period of less than seventy-five (75) hours are entitled to indicate the balance of time in the form of a request, but will not be entitled to utilize their seniority a second time.
- (d) Once all vacation to a maximum of seventy-five hours per nurse has been scheduled, additional requests for vacation during the period June 15th to September 15th will be considered subject to Article I.05.

This vacation time shall be processed and posted by April 15th. Once posted, the schedule shall not be changed without mutual consent of the parties. Additional vacation requests after March 15th and for all vacation outside the June 15th to September 15th period, will be considered on a first [1st] come first [1st] served basis, except when more than one (1) request is received on the same day, and then seniority shall prevail. Requests for vacation outside the prime time period shall be responded to, in writing, within fourteen (14) days.

- I.02
- (a) Nurses shall be entitled to the weekend off prior to commencement of vacation, and at the completion of vacation when total vacation is taken at one (1) time. The Hospital will make a reasonable effort to comply should the vacation be split.
 - (b) Prior to leaving on vacation, nurses shall be notified of the date, and time at which to report for work following vacation.

(c) Vacation time requested after the schedule is posted will be considered.

I.03 Full-Time:

Vacation pay shall be included in the salary cheque issued immediately preceding the commencement of the vacation, if so requested in writing to the Payroll Supervisor at least seven (7) calendar days in advance of the pay day on which the vacation pay is needed.

Part-Time:

Vacation pay will be issued on a separate itemized pay cheque in July

I.04 Only nurses covered under the terms of the Collective Agreement shall be counted when determining vacation quotas.

I.05 For the purposes of scheduling vacations, where ever possible, a maximum of two (2) full-time equivalents per team or unit will be granted vacation for the same period.

A Team is a group of nurses who work any shift on the same days of the week. This can be a long team of five (5) days or a short team of two (2) days.

I.06 Requests for vacation between December 15th and January 15th will be considered. Requests in writing shall be forwarded to the Program Manager by October 15th.

ARTICLE J - MALPRACTICE & PROFESSIONAL LIABILITY INSURANCE

J.01 The Hospital provides insurance to cover nurses in the event of any legal action brought against a nurse or nurses in the course of employment with the Hospital.

ARTICLE K – MISCELLANEOUS

K.01 The Hospital shall provide a bulletin board for the use of the Union.

K.02 All written Hospital policies pertaining to nursing shall be made available for all staff to see.

K.03 In accordance with Article 11.02 of the Central Agreement, the Hospital agrees to submit its account to the Local Union at least every three (3) months.

K.04 The Hospital will permit the distribution of Union contracts on the Hospital premises. The time and place for distribution of the contracts will be arranged with Personnel. Distribution will be done by an off duty nurse.

K.05 Hospital Security

The Hospital will provide adequate security in Emergency on evening and night tours.

- K.06 The Hospital shall reimburse a nurse for reasonable damages to eye glasses, personal clothing and technical aides required to perform nursing duties occurring as a result of patient action.
- K.07 Nurses will have the right to investigate the feasibility of self scheduling.
- K.08 Nurses assigned to Ambulance Escort shall be provided with sufficient cash to cover the cost for meals and alternate method of return should the ambulance be re-assigned, and receipts will be provided to the Hospital upon the nurse's return.

ARTICLE L - PAY CHEQUES

L.01 Errors in Pay

Shortages in an employee's pay will be rectified upon the following conditions:

- (a) If the shortage occurs as a result of an employee's action or inaction, it will be corrected on the next standard payroll.
- (b) If the shortage occurs as a result of the Hospital's error and amount to less than two (2) hours pay, it will be corrected on the next standard payroll.
- (c) If the shortage occurs as a result of the Hospital's error in an amount of two (2) hours or more, a second [2nd] cheque will be issued to cover the shortage, if requested by the employee. In the event a cheque is requested by the employee, it will be issued within two (2) payroll department working days.

In reference to the above points, all errors must be reported by the employee directly to the payroll department.

ARTICLE M - MODIFIED WORK

- M.01 (a) The Hospital will notify the Bargaining Unit President of the Union of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
- The Hospital will provide to the Union, a monthly list of all nurses on modified work programs at the beginning of each month.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a Local Representative to discuss the circumstances surrounding the employee's return to suitable work.
 - (c) The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board (WSIB) Form 7 at the same time as it is sent to the Board.

ARTICLE N - ORIENTATION AND IN-SERVICE

N.01 Should a nurse be scheduled for orientation on a unit, she/he will not be included in the staffing quota for that unit, until such orientation is completed.

Where a nurse starts unit orientation prior to Hospital orientation, the Manager will be responsible for providing education on fire, WHMIS and disaster protocols.

N.02 All newly hired nurses will be provided with a minimum of one (1) week of orientation on their assigned unit.

Such orientation will be longer, as is appropriate for the individual and, in accordance with the orientation plan of the unit.

SIGNING PAGE

Dated at Orillia, Ontario, this *June* day of *19th* 2009.

FOR THE EMPLOYER

M. G. Sullivan

Chausson

FOR THE UNION

Adam...

Labour Relations Officer

Stansky

APPENDIX "A"

SCHEDULING OF PART-TIME SHIFTS

- (a) The Hospital agrees to schedule regular part-time nurses by seniority up to their commitment on the posted schedule of the unit.
- (b) Where extra non-premium hours become available after the posting of the schedule, they will be offered to the most senior part-time nurse with the least number of hours in the pay period, and who has not yet been assigned to her commitment.

If the hours are still available, they will then be offered to the next most senior part-time nurse, excluding those who have achieved or been offered their commitment.

If the hours remain available, or when extra hours become available after the above process has been completed, they will be offered to part-time nurses who are job sharers and to other part-time nurses who have been offered, or have worked up to their commitment, by seniority, and who have indicated their availability in writing to work additional hours.

Then if the hours remain available, they will be offered by seniority to casual part-time nurses.

- (c) All Regular part-time and Casual part-time nurses will be offered tours in order of seniority.
- (d) The Regular part-time commitment on all units is up to forty-five (45) hours per pay period providing the work is available on the unit.
- (e) Changes to the posted schedule may be made by exchanges of tours between nurses with the agreement of the Program Manager. Tours on the posted schedule that are declined will be counted in determining scheduling to commitment.
- (f) Job Sharer

A Job Sharer is defined as a regular part-time nurse who, with her partner, has signed a commitment form indicating her/his ability to work fifty percent (50%), or other portion as mutually arranged between the two (2) Job Sharers and the Program Manager, of a normal full-time position.

Job Share partners, with the agreement of their Program Manager, will determine who will report for duty on each day of the full-time schedule.

Job Sharers will not request to, nor shall they be requested to, work on the same day or shift of the full-time schedule, except where the protocol for part-time scheduling has been complied with.

NOTE: The Job Sharer's commitment for the purpose of the part-time scheduling protocol, is to the portion of the full-time schedule as agreed between the Job Share partners and their Program Manager.

LETTER OF INTENT

Between:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Parking

The Hospital will continue its policy of paid parking which currently is on the basis of the following rates:

- Fifty dollars (\$50.00) per month for an employee card;
- Five dollars (\$5.00) per day for daily use.

Prior to any changes in these rates to reflect changes in costs of providing parking services, the proposed changes will be discussed at the Union/Hospital Committee. In the event the Hospital changes the rates, the Union has the right to grieve.

During the term of this collective agreement the Hospital agrees to invite a union representative, to be chosen by the union, as a member of a Parking Committee to be struck to discuss staff parking issues and concerns.

Dated at Orillia, Ontario, this 1st day of November, 1993.

Renewed at Orillia, Ontario this 19 day of June, 2009.

FOR THE EMPLOYER

[Signature]

Chausen

FOR THE UNION

[Signature]

Labour Relations Officer

[Signature]

MEMORANDUM OF AGREEMENT

Between:

ONTARIO NURSES' ASSOCIATION

And:

SOLDIERS' MEMORIAL HOSPITAL

Re: Registered Nurse First Assistant Classification

Pursuant to Article 19.09 (a) of the Central Collective Agreement the parties have established a classification within the Bargaining Unit known as the Registered Nurse First Assistant (RNFA). This classification commenced December 7, 2000. Effective April 30, 2007 the terms and conditions shall be as follows:

- (a) The Hospital may post RNFA vacancies as it may deem necessary;
- (b) Successful candidates must meet and maintain the appropriate credentialing program and must have appropriate malpractice insurance as required by the College of Nurses, prior to and at all times while employed as an RNFA;
- (c) A nurse assigned the RNFA role will be paid the classification rate of pay as per Appendix A attached on the same step of the grid for all hours worked on the assigned tour. All other tours will be paid based on the applicable RN rate;
- (d) Placement on the RN and RNFA salary grids will be in accordance with Article 19.05 (a);
- (e) Vacation, sick leave and other paid absence will be paid based on the applicable RN rate unless they occur on a day scheduled for RNFA duty. All other benefits will be based on the applicable RN rate.
- (f) Scheduling will be determined by the Program Manager based on department needs, including flexible commencement of shift times as necessary, to a maximum of 50% shift;
- (g) Notwithstanding the foregoing, the parties agree to continue to pay the current incumbent, Wendy Stein, as a full-time RNFA until such time as she resigns, retires, transfers or changes her status in any way.

Dated at Orillia, Ontario this 2nd day of April, 2008.

Renewed at Orillia, Ontario this 19 day of June, 2009.

Re: Registered Nurse First Assistant Classification
Page Two

FOR THE EMPLOYER

M. [Signature]

Chenon

FOR THE UNION

[Signature]

Labour Relations Officer

[Signature]

LETTER OF UNDERSTANDING

Between:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
(hereinafter referred to as the Union)

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the Employer)

Re: Individual Special Circumstance Scheduling

The Employer and the Union agree to implement an individual special circumstance (ISC) program pursuant to Article 13.05 of the collective agreement.

The parties agree that the intention of creating this type of schedule is primarily to aid in the retention of staff. The ISC will be available to staff who are nearing retirement that might extend their careers if their full time hours were reduced, or for staff who wish to pursue part time study in University.

To invoke an Individual Special Circumstance the following conditions will apply:

- (a) All Special Circumstance Arrangements are subject to the approval of the Employer, the Union and the individual requesting such arrangement.
- (b) A request for Special Circumstance Scheduling will be submitted in writing to the Employer and the Union, including the individual's reasons for such request. Where possible, a start and end date should be established at the time of the request.
- (c) The parties agree that the arrangement applies to an individual and not to a position.
- (d) The nurses will retain full time status including service, seniority and no reduction in the Employer's or the nurse's pension deduction below the required amount for a usual thirty-seven and one-half (37.5) hours per week.
- (e) The weekly hours of work for the Individual Special Circumstance Arrangements shall average not less than thirty (30) hours and not more than thirty-seven and one-half (37.5) hours.
- (f) It is agreed that the ISC Registered Nurse is not entitled to declare their availability for extra work.
- (g) Any party may request to discontinue the arrangement with ninety (90) days written notice to the remaining parties. The parties will meet within thirty (30) days of receiving such notice to discuss the reasons for such discontinuation.

Re: Individual Special Circumstance Scheduling
Page Two

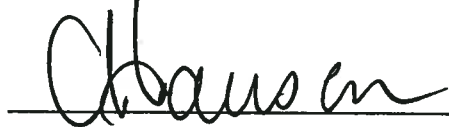
- (h) It is understood that in the event the nurse resigns, transfers, is laid off or terminated, the arrangement will be deemed discontinued immediately, unless the parties mutually agree otherwise.

Signed at Orillia, Ontario, this 2nd day of April 2008.

Renewed at Orillia, Ontario, this 19 day of June, 2009.

FOR THE EMPLOYER





FOR THE UNION



Labour Relations Officer



MEMORANDUM OF AGREEMENT

Between:

ONTARIO NURSES' ASSOCIATION

And:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL

Re: Clinical Nurse Educators – ONA File # 230511

Whereas the parties have agreed to resolve the above noted grievance in the following manner, the parties agree that all outstanding issues are hereby resolved without prejudice.

1. Clinical Nurse Educators are included within the existing Bargaining Unit.
2. The incumbent dialysis Clinical Nurse Educator will be red-circled at her current rate of pay until such time as the new rate exceeds such rate. The incumbent will then transfer to the new rates.
3. The rate of pay for Clinical Nurse Educators shall be equivalent to the appropriate RN rate plus the appropriate responsibility premium referenced under Article 19.04 (d), as amended from time to time.

This agreement is reached at Orillia, this 2nd day of April, 2008.
Renewed at Orillia, Ontario, this 19 day of June, 2009.

FOR THE EMPLOYER

Ch. Stiller

Hansen

FOR THE UNION

[Signature]

Labour Relations Officer

[Signature]

LETTER OF UNDERSTANDING

Between:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
(hereinafter referred to as the Union)

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the Employer)


Re: Notification to Unsuccessful Job Applicants

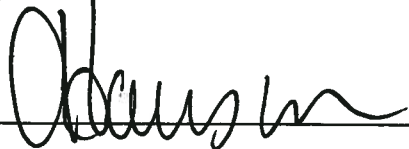
The parties agree that any unsuccessful candidate for a ONA job posting will be notified, in writing, within one (1) week of the decision being made.

The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.

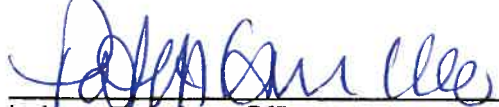
Signed and dated this 2nd day of April, 2008.
Renewed at Orillia, Ontario this 19 day of June, 2009.


FOR THE EMPLOYER





FOR THE UNION



Labour Relations Officer


LETTER OF UNDERSTANDING

Between:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
(hereinafter referred to as the Union)

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the Employer)

Re: Retiree Benefits

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in Article 17.01 (h) will provide advance payment of the benefits through post-dated cheques provided on a yearly basis.

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

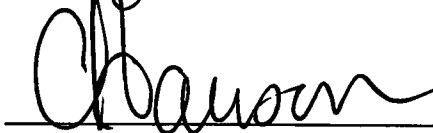
The Employer will notify the Retired Nurse and the Union of the benefit costs in April of each year, and each time the benefit costs are renegotiated by the Employer.

Signed and dated this 2nd day of April, 2008.


Renewed at Orillia, Ontario, this 19 day of June, 2009.

FOR THE EMPLOYER





FOR THE UNION



Labour Relations Officer



LETTER OF UNDERSTANDING

Between:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
(hereinafter referred to as the Union)

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the Employer)

Re: Reassignment of Employees for All or Part of a Shift

- 1) The Hospital is responsible to assess the qualifications and capability of its employees to work in any unit or area. Where the employee does not have special qualifications that would normally be required to work in the unit or area requiring the reassignment, the Hospital will ensure the employee is assigned to perform only those duties for which the employee is qualified.
- 2) A reassigned employee will not normally be assigned to take charge of a unit, or area unless the Hospital determines that no other employee already working in the area or unit of reassignment has the qualifications, skills or experience to be placed in charge, and having regard to the needs of the area or unit and the qualifications and experience of the reassigned employee;
- 3) Where reassignment is to a unit or area that requires special qualifications, the reassigned employee who is qualified in the unit or area of reassignment may be required to take an assignment. A reassigned employee who is not qualified in an area will be paired if possible with a nurse experienced in the area or unit, and the two nurses will collaborate in providing patient care;
- 4) Reassignment will occur bearing in mind the following principles:
 - (a) The Hospital will not normally reassign probationary employees to areas or units requiring special qualifications they lack, or where there are other qualified and experienced employees available from the same unit or area as the probationary employee.
 - (b) where more than one employee in the unit or area of reassignment are deemed by the Hospital to be equally qualified and experienced to be considered appropriate for the unit or area requiring the reassignment, the Hospital will normally first request a volunteer from between/amongst those employees. Where no volunteer comes forward, the Hospital will endeavour to reassign in a manner that takes into consideration whether one or some of those employees has/have recently been reassigned and will endeavour to reassign accordingly.

NOTE: For purposes of clarity, this means an employee assigned to any area or unit

Re: Reassignment of Employees for All of Part of a Shift
Page Two

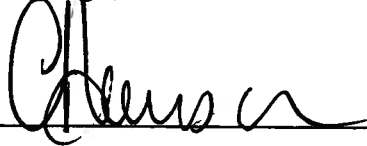
may be replaced and reassigned through reassignment of another employee
in order to provide better or more appropriate coverage in the unit or area of
need.

Dated at Orillia, Ontario this 2nd day of April, 2008.

Renewed at Orillia, Ontario, this 19 day of June, 2009.

FOR THE EMPLOYER






FOR THE UNION



Labour Relations Officer



LETTER OF UNDERSTANDING

Between:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
(hereinafter referred to as the Union)

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the Employer)

Re: New Graduate Initiative (2007)

With respect to the New Graduate Initiative, the parties agree to the following:


- 1) As per the New Graduate Initiative (2007), the hospital will hire full-time temporary supernumerary nurses, up to a maximum funding available as per the Ministry guidelines;
- 2) New graduates that were offered a supernumerary position (as per Appendix A) prior to the signing of this agreement shall be governed by the terms of this Agreement;
- 3) Hereinafter, any additional supernumerary positions that are created will be listed on Appendix A, as provided to the union in accordance with Paragraph 11, below. Prior to creating supernumerary positions in clinical areas not listed in Appendix A, the Hospital agrees to have discussion with the union;
- 4) Such positions will not be subject to internal postings or request for transfer processes outlined in Article 10.07;
- 5) Such nurses will be full-time and covered by the full-time collective agreement;
- 6) For the purposes of this Agreement and without prejudice to the Hospital's position regarding the application of same, such nurses will be in formal mentorship arrangements in accordance with Article 9.08 (c) and the Letter of Understanding on Mentoring;
- 7) The duration of such supernumerary appointments will be offered according to the period of funding. As per the new graduate initiative the minimum duration of supernumerary positions is three (3) months and the maximum duration is seven and a half (7.5) months.
- 8) Such nurses can apply for and transfer to posted positions after the probationary period is completed;
- 9) Where nurses successfully post into positions (as per number 8 above) and, and the Ministry funding has not been fully utilized, the parties agree to meet to discuss potential opportunities for the utilization of said unused funds.

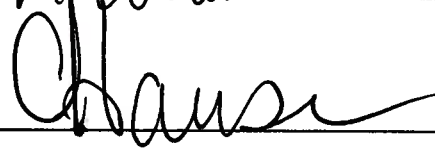
Re: New Graduate Initiative (2007)
Page Two

- 10) If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, she/he will be reclassified as casual part-time. This will not be considered a lay-off and the nurse will not be reassigned;
- 11) The Association will be provided with bi-weekly reports (via e-mail) of the status of the supernumerary positions (in a format similar to Appendix A). The parties further agree to discuss the supernumerary positions at the prescheduled Hospital Association Committee meetings.
- 12) In the event of a layoff in the area of assignment of the supernumerary nurse, either the Hospital or the Local Association may require that the supernumerary nurse shall be first laid off;
- 13) This agreement is made without prejudice and precedent to either party.


Dated at Orillia, Ontario this 2nd day of April, 2008.
Renewed at Orillia, Ontario this 19 day of June, 2009.


FOR THE EMPLOYER





FOR THE UNION



Labour Relations Officer


APPENDIX A

2007 NEW GRADUATE NURSE INITIATIVE

As of June 5, 2007

PROGRAM MANAGER	UNIT	# OFFERS MADE	# OFFERS ACCEPTED	RESPONSES PENDING
	BANFS			
	S1			
	S2			
	C5/H2			
	CCC			
	ER			
	OR			
	DS/PAC			
	ICU			
	Mental Health			
	Dialysis			
	PACU			

LETTER OF UNDERSTANDING

Between:

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

And:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
(hereinafter referred to as the "Employer")

Re: Home Dialysis and Kidney Care – Standby and Telephone Call Back

Whereas it is the Hospital's intent to assign Home Dialysis and Kidney Care nurses stand-by duty to provide telephone support without attending the workplace, the following specific conditions apply:

1. The Hospital will determine the method for tracking and recording documentation related to telephone advice and any records retention and privacy issues.
2. Nurses assigned to standby duty shall ensure that they use call blocking mechanisms and submit appropriate documentation to support any request for reimbursement of long distance charges incurred.
3. Compensation for a call back from standby that does not require the nurse to leave her/his home will be at the rate of one and one half (1½) times the nurse's regular hourly rate per call in increments of thirty (30) minutes minimum. It is understood that this thirty (30) minute compensation will be considered compensation for all subsequent calls within that half (½) hour.
4. The assignment of Standby duty, the rate payable and any associated rights shall be maintained in accordance with the Central Hospital Collective Agreement.


The parties agree that a review of the foregoing will occur within six (6) months following the implementation of a standby system.

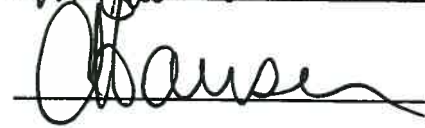
The parties further agree that this letter will be appended to the local collective agreement.

Signed in Orillia, this 26th day of June, 2008.


Renewed in Orillia, Ontario this 19 day of June, 2009.


For the Hospital:





For the Union:



 Labour Relations Officer


LETTER OF UNDERSTANDING

Between:

Orillia Soldiers' Memorial Hospital
("the Hospital")

- And -

Ontario Nurses Association
("the Union")

Re: New Job Classifications



The Union and the Hospital agree that the following new job classifications are properly part of the bargaining unit and have agreed to the rates of pay listed below.

This Letter of Understanding will be appended to the current Collective Agreement, and be inserted into the body of the Collective Agreement during the next round of negotiations.



<u>Care Specialist</u>		<u>Nurse Practitioner</u>		<u>Clinical Nurse Specialist</u>	
Step 1	\$35.24	Step 1	\$40.00	Step 1	\$38.28
Step 2	\$36.98	Step 2	\$42.00	Step 2	\$40.10
Step 3	\$38.72	Step 3	\$44.00	Step 3	\$40.85
Step 4	\$40.46	Step 4	\$46.00	Step 4	\$43.75
Step 5	\$42.20	Step 5	\$48.00	Step 5	\$45.57

Signed at Orillia, Ontario this 19 day of June 2009.

FOR THE EMPLOYER:

FOR THE UNION:


Labour Relations Officer


Letter of Understanding

Between:

Ontario Nurses' Association
"ONA"

- And -

Orillia Soldiers' Memorial Hospital
"OSMH"

Re: Care Specialist – Flexible Scheduling

All full-time and part-time Care Specialists shall be provided with the opportunity to alter their normal working day, provided that the program and Hospital expectations are fulfilled, under the following criteria:

- (a) The normal work day shall be seven and one-half (7.5) hours between 08:00 hours and 16:30 hours with thirty (30) minutes for lunch. However, where applicable, the work day may be flexible in length with the hours of working time to be established by mutual consent between the employee and the supervisor taking into account the needs of the Hospital.
- (b) Employees will select and schedule their working hours for the benefit of the clients and the department. Individuals will collaborate to ensure adequate work coverage.
- (c) Management approval is required prior to making a change to the employees' regular schedule through the use of flex-time. Such approval shall not be unreasonably withheld.
- (d) Flex-time must be balanced within four (4) weeks of utilization and is subject to the conditions of Article 13: Hours of Work.
- (e) The use of flex-time shall not result in the payment of any premium of overtime as outlined in Article 14: Premium Payment.

Signed at Orillia, this 25th day of July, 2009.

For the Employer



For the Union

