

**LOCAL ISSUES**

Between:

**ROUGE VALLEY HEALTH SYSTEM  
[hereinafter referred to as the "Hospital"]**

And:

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

COMBINED

**Expiry Date: March 31, 2011**

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**APPENDIX 3  
SALARY RATES**

Registered Nurse  
Discharge Planner  
Regional Coordinator  
(PCI/Angiosplasty, Cath Lab)

	<u>Effective</u> <u>Jan. 1, 2008</u>	<u>Effective</u> <u>April 1, 2008</u>	<u>Effective</u> <u>April 1, 2009</u>	<u>Effective</u> <u>April 1, 2010</u>
Start	26.80	27.67	28.50	29.36
1 Year	27.20	28.08	28.92	29.79
2 Years	27.65	28.55	29.41	30.29
3 Years	29.01	29.95	30.85	31.78
4 Years	30.38	31.37	32.31	33.28
5 Years	32.10	33.14	34.13	35.15
6 Years	33.81	34.91	35.96	37.04
7 Years	35.55	36.71	37.81	38.94
8 Years	38.07	39.31	40.49	41.70
25 Years	38.74	40.00	41.20	42.44

Classification – Graduate Nurse

	<u>Effective</u> <u>Jan. 1, 2008</u>	<u>Effective</u> <u>April 1, 2008</u>	<u>Effective</u> <u>April 1, 2009</u>	<u>Effective</u> <u>April 1, 2010</u>
Start	25.79	26.63	27.43	28.25
1 Year	26.16	27.01	27.81	28.65
2 Years				
3 Years				
4 Years				
5 Years				
6 Years				
7 Years				
8 Years				
25 Years				

Occupational Health Nurse  
Unit Coordinator  
Infection Control Nurse  
Utilization Case Coordinator

	<u>Effective</u> <u>Jan. 1, 2008</u>	<u>Effective</u> <u>April 1, 2008</u>	<u>Effective</u> <u>April 1, 2009</u>	<u>Effective</u> <u>April 1, 2010</u>
Start	28.15	29.06	29.93	30.83
1 Year	28.55	29.47	30.35	31.26
2 Years	29.02	29.96	30.86	31.79
3 Years	30.45	31.44	32.38	33.36
4 Years	31.91	32.94	33.92	34.94
5 Years	33.70	34.79	35.83	36.90
6 Years	35.50	36.65	37.75	38.89
7 Years	37.31	38.53	39.69	40.88
8 Years	39.99	41.28	42.52	43.80
25 Years	40.69	42.00	43.26	44.56

Registered Nurse First Assistant (RNFA)

	<u>Effective</u> <u>Jan. 1, 2008</u>	<u>Effective</u> <u>April 1, 2008</u>	<u>Effective</u> <u>April 1, 2009</u>	<u>Effective</u> <u>April 1, 2010</u>
Start	31.04	32.05	33.01	34.01
1 Year	31.48	32.50	33.47	34.48
2 Years	31.98	33.02	34.01	35.03
3 Years	33.59	34.68	35.72	36.80
4 Years	35.18	36.32	37.42	38.55
5 Years	37.15	38.36	39.49	40.67
6 Years	39.13	40.40	41.61	42.87
7 Years	41.14	42.48	43.75	45.06
8 Years	44.07	45.50	46.88	48.28
25 Years	44.84	46.30	47.69	49.12

**APPENDIX 4**  
**AJAX & PICKERING site - SUPERIOR CONDITIONS**

FULL TIME ONLY

Educational Allowance

The Employer will pay the monthly bonus as follows to Assistant Head Nurses and Head Nurses:

CHA Nursing Unit Administration Course/or equivalent	\$15.00 per month
Post Graduate Course	\$15.00 per month
One Year university course	\$40.00 per month
Baccalaureate Degree	\$80.00 per month
Master's Degree	\$120.00 per month

An employee possessing more than one certificate or degree shall be entitled only to the highest bonus provided in the schedule. An employee will present the Employer with her/his certificate for the above.

Vacation

Note: Article 16.01

Employees will accumulate vacation within the vacation entitlement year of July 1<sup>st</sup> to June 30th as follows:

Full-time Head Nurse and Assistant Head Nurses

- Up to fifteen (15) years - 1.67 days per month of service.
- Fifteen (15) years to twenty-five (25) years - 2.08 days per month of service.
- Over twenty-five (25) years - 2.50 days per month of service.

Sick Leave and Long Term Disability

An employee who returns to full-time service from part-time service shall have reinstated any sick leave credits accumulated during previous full-time service, provided that her/his employment with the Employer has remained unbroken since the time of full-time service.

Full-time employees presently employed who are covered by the long-term disability plan in effect as of April 30, 1989 will continue with their present coverage.

**APPENDIX 4**  
**CENTENARY SITE - SUPERIOR CONDITIONS**

1. Recognition for Post Graduate Education

In accordance with past practice the Director of Nursing, where applicable, may at her discretion, grant an increase in the nurse's starting salary to recognize post graduate education, by establishing her salary on an increment level closer to the current maximum of the applicable salary range than her qualifications would otherwise warrant.

## **ARTICLE A – RECOGNITION**

- A.1 The Hospital recognizes the Union as the exclusive bargaining agent of all registered and graduate nurses employed by the Rouge Valley Health System, engaged in a nursing capacity, save and except, Clinical Educators\Facilitators, Clinical Practice Leaders, Clinical Nurse Specialists, Managers and those above the rank of Manager.
- A.2 The word "employee" when used throughout this Agreement shall refer only to persons included in the above bargaining unit.
- A.3 The word "Union" when used throughout this agreement refers to the Ontario Nurses' Association.

## **ARTICLE B - MANAGEMENT FUNCTIONS**

- B.1 The Union 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 provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) Maintain order, discipline, efficiency ;
  - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline employees, provided that a claim of discriminatory promotion, demotion, transfer or layoff, or that a claim of discharge, suspension, or discipline without just cause, or a violation of the provisions of this Agreement may be the 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 of the service;
  - (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
  - (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees not inconsistent with the provisions of this Agreement.
- B.2 These rights shall be exercised in a manner consistent with the provisions of this Agreement.

## **ARTICLE C - COMMITTEES AND REPRESENTATIVES**

- C.1 The Employer recognizes the Union's right to appoint a representative(s) in each area where members of the Union are assigned to work.
- C.2 The Hospital shall recognize temporary substitution(s) appointed by the Union.

- C.3 The union will endeavour to have at least one representative for each site.
- C.4 Hospital Association Committee  
The Hospital Association Committee shall be comprised of four (4) employees representing both sites and an equal number of representatives of the Hospital.
- C.5 Negotiating Committee  
The Negotiating committee shall consist of not more than five (5) employees representing the Bargaining Unit.
- C.6 Grievance Committee  
The Grievance Committee shall consist of not more than three(3) employees at any one meeting.
- C.7 The Hospital shall provide bulletin boards at both sites upon which the Union may post any notices of Union business. All such notices must be signed by a member of the Union Executive, and are subject to the approval of the Hospital. The Hospital shall allow the posting of meeting notices on individual units.
- C.8 The Union interview for all newly hired employees shall be scheduled by the Hospital to take place during the employee's orientation period. The Hospital agrees to provide the Union with the names and units of the new employees that are available, by email, on the Monday prior to the orientation. Both parties recognize this information is subject to change. All known changes will be sent by email on the Friday before orientation, wherever possible.
- The Hospital will send to ONA, by email, the schedule for the full calendar year, by December 15th of each year.
- C.9 Professional Development Committee  
The Professional Development Committee shall be comprised of three (3) representatives of the Union and two (2) representatives of the Hospital.
- C.10 Union office space shall be provided by the Hospital on an ongoing basis. Such space shall include access to a phone line and data drop.

#### **ARTICLE D - UNION LEAVE**

- D.1 Leaves of absence for Union business will be granted upon request provided as much advance notice as possible is given and shall not interfere with the efficient operation of the unit.
- D.2 The Hospital will provide leave without pay for up to thirty-six (36) days per calendar year for the Local Coordinator or designate. It is agreed that this leave will be in addition to the other Union leaves. Such leave will be requested as far in advance as possible.

- D.3 The Bargaining Unit President and Local Co-ordinator will, upon request, be scheduled for day shift only.

The Bargaining Unit President or designate shall be entitled to one (1) day of paid leave per week to a total of fifty-two (52) days per calendar year, with no loss of seniority, service, or benefits to attend to union business related to the Employer.

In the event of a crisis (either locally or provincially), local executive may be relieved of their nursing duties in order to fulfil executive obligations. It is understood that the executive members will then be on a Union leave of absence from the Hospital.

### **ARTICLE E - EARNED LEAVE (PAID HOLIDAYS)**

- E.1 (a) The following shall be recognized as holidays:

New Year's Day (January 1)	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Victoria Day
Remembrance Day (November 11)	Canada Day (July 1)
Christmas Day (December 25)	Boxing Day (December 26)

- E.2 Where an employee is entitled to a lieu day, such lieu day shall be granted thirty days before or ninety days after the date on which the holiday was observed, to be taken on a day mutually agreed to between the Hospital and the employee. Such agreement will not be unreasonably withheld by either the Manager or the employee.

- E.3 For the purpose of determining entitlement to the premium payment for work performed on the holiday the employee who works the majority of her scheduled hours on the calendar day of observance of the holiday will receive the premium payment.

- E.4 Any employee scheduled to work the weekend in conjunction with a paid holiday will be scheduled to work the paid holiday except as mutually agreed between the employee and the manager and so long as this agreement does not interfere with any other employee's rights under this provision. Any employee who is not scheduled to work the weekend in conjunction with the paid holiday will be scheduled off for the paid holiday. When a weekend includes two paid holidays there is no entitlement to both paid holidays worked or off.

Notwithstanding the provisions of G.17 work that is available on a weekend to which a paid holiday is attached shall be scheduled in the following manner:

- (i) Work available on Saturday and Sunday will be scheduled in accordance with G.17 prior to the scheduling of work available on the paid holiday.

- (ii) Work available on the paid holiday will be scheduled giving E.4 priority. Therefore, a nurse who works or is scheduled for all or part of the aforementioned weekend will be scheduled for the available work on the paid holiday. Available work will be scheduled for the most senior nurse who has worked or been scheduled for all of the weekend. If no nurse has worked the entire weekend the available work will be scheduled for the nurse who has worked or been scheduled for any part of the weekend.
- (iii) If more than one nurse has worked part of the weekend, the nurse who has worked or been scheduled for more hours on the weekend will be scheduled for the work on the paid holiday.
- (iv) If nurses have worked or been scheduled for equal parts of the weekend the more senior nurse will be scheduled for the paid holiday.
- (v) If no nurse has worked any part of the weekend the available work on the paid holiday will be scheduled in accordance with the provisions of G.17.

#### **ARTICLE F – VACATIONS**

- F.1 Vacation entitlement for employees will be calculated as at their employment anniversary date in any year.
- F.2 An employee will normally be scheduled off duty for the weekend preceding the start of her vacation period unless otherwise requested by the employee. Where coverage allows, at non-premium rates, the weekend following the vacation period will also be scheduled off.
- F.3 It is understood and agreed that the Hospital will give every consideration to the nurses' preference as to the timing of their vacation, but of necessity the Hospital must reserve the right to the final decision as to the scheduling of vacations.
- F.4 All nursing departments will utilize the Grand & Toy Vacation Request Calendar. There will be a note on the top of this Calendar showing the maximum number of staff allowed to take vacation per week. The Hospital agrees not to be unduly restrictive in the determination of this maximum number. Staff must write their requests on the calendar in ink.
  - (a) The Vacation Request Calendar will be posted on each unit by February 1st of each year such that employees will submit requests for vacation for the period of May 1<sup>st</sup> to April 30<sup>th</sup> excluding the period of approximately December 15<sup>th</sup> to approximately January 15<sup>th</sup> of each year by not later than 1500 hours on the last weekday of February each year. All vacation approvals will be posted by April 15 of each year. Employees will indicate order of preference their 1st, 2nd, and 3rd preferred vacation period. Unresolved conflicts between employees on the same unit requesting the same times will be decided on the basis of seniority.

Vacation requests for the upcoming vacation period referred to above made after 1500 hours on the last weekday of February and before April 15<sup>th</sup> will be dealt with on a first come first served basis. This decision will be provided by April 29<sup>th</sup>.

Vacation requests made after April 15<sup>th</sup> will be dealt with on a first come first served basis. Such requests will be dealt with within three (3) weeks of being received by the Manager.

- (b) Staff may initially request a maximum of two weeks vacation between June 15 and September 15 and may indicate in order of their preference their 1st, 2nd and 3rd preferred vacation periods. If none of these preferences are able to be granted, the nurse will be so advised prior to April 15 and will be given the option of selecting another preference by seniority during the period between June 15 and September 15 prior to the posting of the vacation schedule. Staff who did not receive any of their 3 preferences will be able to choose, by seniority, from the remaining available time for summer vacations. Once this process is complete, additional weeks, beyond the two weeks maximum, may be added on a seniority basis and where coverage allows.

F.5 Part-time Only

Part-time employees will receive vacation time off which is equivalent to that of full-time based on a pro-ratio of total hours worked full-time service (formula i.e. - 1500 hours equals one (1) year).

F.6 Part time Only

Vacation pay at the appropriate rate shall be included on the bi-weekly pay.

- F.7 An employee may carry over up to thirty-seven point five (37.5) hours of vacation per year.

**ARTICLE G - HOURS OF WORK AND WORKING CONDITIONS**

- G.1 (a) Schedules shall be posted at least four (4) weeks in advance of the current pay period with the exception of the Casual Relief Pool (1 week in advance). Requests for specific days off must be submitted in writing at least one (1) week prior to the posting of the schedule. Requests for changes to the posted schedules must be submitted in writing and, where feasible, co-signed by the employee willing to exchange days off or tours of duty. These requests must be approved by the Manager or designate and such requests shall not be unreasonably denied.
- (b) When master schedules are revised, selection and approval of new lines shall be on the basis of seniority provided the selection will result in adequate skill mix coverage of the unit, experience and qualifications that will meet the patient care needs and operational needs of each unit. The approval of the new lines shall not be unreasonably withheld. A copy of all new or revised master schedules will be provided to the Bargaining Unit President.
- (c) When an individual line of a master rotation is permanently vacated nurses on the unit shall have the right to request to move to the vacated line in accordance with seniority. Approval of such request will give consideration to adequate skill mix coverage of the unit, experience and qualifications that

will meet the patient care needs and operational needs of the unit. This approval shall not be unreasonably or arbitrarily denied. The resultant vacancy shall be posted in accordance with the collective agreement.

- G.2 The Hospital shall not be required to assign any hours which may result in overtime or scheduling premium payment (time and one-half or double time payment).
- G.3 The Hospital has no objection to a nurse leaving the Hospital prior to the completion of her scheduled tour with the permission of the Manager, or such other person as may be designated by the Hospital provided that she has completed her report to her supervisor or to her relief, as the case may be, and her relief (if any) is on duty in her place.
- G.4 The Hospital will not assign split shifts.
- G.5 The normal start and stop times will be determined by the Hospital in an exercise of good faith management judgement. The Union and employees will be provided with six (6) weeks notice of any change to the normal start and stop times.
- G.6 The weekend premium shall be paid for all hours commencing with end time of the evening shift on Friday until the time of the end of the evening shift Sunday.
- G.7 Working at the Alternate Site
- All work for which an employee may be called in or scheduled for at the alternate site shall be voluntary. Hours of work shall be of the site on which the tour is worked but no premium shall be payable for the one-half hour start time difference between sites. The Hospital will provide the employee with the necessary orientation. In addition, the Hospital will pay transportation costs at the rate of thirty-five cents (\$0.35) per kilometre, or the corporate rate, whichever is greater. If the employee does not have a vehicle at the workplace for his/her use, the Employer will provide the means of transportation at no cost to the employee.
- G.8 Should the Hospital wish to implement tours other than those already covered by the Collective Agreement it will first advise the union and negotiate the appropriate terms and conditions.
- G.9 The Employer will attempt to accommodate employees taking courses by assisting with scheduling changes whenever possible.
- G.10 Where an employee has chosen equivalent time off, such time will be taken at a mutually agreeable time. No employee may have more than fifty (50) overtime (75 straight time hours) accumulated at any given time. The Hospital shall revert to payment of the premium rate if time off is not taken within six (6) months.
- G.11 (a) For full time employees who normally rotate day/evening or day/night rotations, unless otherwise requested by the employee, the employer will endeavour to schedule equitable distribution of available day shifts, excluding Charge Nurse day shifts.
- (b) It is understood that unless otherwise requested by the nurse, the Hospital will make all reasonable efforts to ensure that she shall only be scheduled for a maximum of fifty (50%) percent shift.

- (c) It is understood that unless otherwise requested by the nurse, The Hospital will make all reasonable efforts to ensure she shall be scheduled for no more than two (2) weeks shift in a row.

G.12 An employee requesting permanent evening or night tour shall be granted such request when possible. Such request will not be unreasonably denied. However, the employee must be available to rotate to day tour (for a minimum of two weeks) at the discretion of the Unit Manager. The Unit manager shall provide the Employee a minimum of six (6) weeks notice in writing of such rotation to the day shift and shall provide details of the employee's changed schedule.

G.13 (a) The Hospital will schedule time off for employees for not less than five (5) consecutive days at either Christmas or New Year, unless otherwise requested by the Employee. If more days are possible beyond the five (5) days, such days may be granted, subject to the operational needs of the Hospital. It is understood that scheduling regulations are amended as listed below during the period of approximately December 15<sup>th</sup> to approximately January 15<sup>th</sup> (the two (2) pay periods encompassing the Christmas and New Year's holidays) to accommodate the time off for employees.

- (b) For those units that remain open over the Christmas/New Year's time period, all Full Time and Part Time nurses will be required to be available for either the Christmas or New Year's period. Managers shall post a Preference Sheet by 1500 hours on the second (2<sup>nd</sup>) Monday of September each year for the nurses to identify their preference for either Christmas or New Year's time off in their respective units.

Nurses shall indicate their preference for either Christmas or New Year's time off, which will include vacation requests for the period of approximately December 15<sup>th</sup> to approximately January 15<sup>th</sup>, in writing, by 1500 hours on the first (1<sup>st</sup>) Monday in October, recognizing that conflicts will be resolved by alternating the holidays scheduled from one year to the next and by utilizing seniority, subject to the patient care needs and the operational needs of each department. The parties agree that being off work on any leave over a particular holiday period will not change the pattern of alternating holidays referred to above.

Nurses hired after the first Monday in October of each year shall be assigned their Christmas or New Year's time off by their manager.

The Hospital will endeavour to schedule employees to their choice of shift (D, E, N for those employees who normally work 8-hour tours; D, N for those employees who normally work 12-hour tours) over the Christmas/New Year's period, subject to the patient care needs and the operational needs of each department, by seniority, according to preference. This may result in employees being scheduled to work shifts other than their normal routine during this time period. It is understood that the pay periods for full time employees shall consist of seventy-five (75) hours unless provided for elsewhere in the Collective Agreement.

The schedules encompassing Christmas/New Year will be posted by no later than 1500 hours on the first Monday of November each year.

Subject to the patient care needs and the operational needs of the Hospital, the Hospital may have the opportunity to schedule staff off for both Christmas and New Year. Such opportunity may be given by seniority to those who have indicated an interest.

(c) Time off at Christmas shall include December 24<sup>th</sup>, December 25<sup>th</sup> and December 26<sup>th</sup>. Time off at New Year shall include December 31<sup>st</sup>, January 1<sup>st</sup> and January 2<sup>nd</sup>.

(d) Scheduling of nurses during the four-week Christmas/New Year's period shall be in accordance with the following provisions:

i) Full-Time & Part-Time Nurses Working Eight (8) Hour Tours

(A) Time off at Christmas will be deemed to include:

- RVAP 0700 hours on December 24<sup>th</sup> to 0700 hours on December 27<sup>th</sup>
- RVC - 0730 hours on December 24<sup>th</sup> to 0730 hours on December 27<sup>th</sup>

Time off at New Year will be deemed to include:

- RVAP - 2300 hours on December 30<sup>th</sup> to 2300 hours on January 2<sup>nd</sup>
- RVC - 2330 hours on December 30<sup>th</sup> to 2330 hours on January 2<sup>nd</sup>

(B) During the four-week Christmas/New Year's period, all scheduling regulations will be adhered to except for the following:

- 1) G.14 (d) – for this time period, this will be waived, provided that no nurse is required to work more than three (3) consecutive weekends without a weekend off and provided that the nurses' weekend entitlement average remains at one (1) weekend off in three (3).

To accomplish this the Christmas/New Year's time period will be deemed to be the four (4) week period referenced above plus the weekend immediately prior to and the weekend immediately after the Christmas/New Year's schedule.

ii) Full-Time & Part-Time Nurses Working Extended Tours

(A) Time off at Christmas will be deemed to include:

- RVAP - 0700 hours on December 24<sup>th</sup> to 0700 hours on December 27<sup>th</sup>
- RVC - 0730 hours on December 24<sup>th</sup> to 0730 hours on December 27<sup>th</sup>

Time off at New Year will be deemed to include:

- RVAP - 1900 hours on December 30<sup>th</sup> to 1900 hours on January 2<sup>nd</sup>
- RVC - 1930 hours on December 30<sup>th</sup> to 1930 hours on January 2<sup>nd</sup>

(B) During the four-week Christmas/New Year's period, all scheduling regulations will be adhered to except for the following:

- 1) G.16 (d) – for this time period, this will be waived, provided that full-time nurses will not be scheduled to work more than two (2) consecutive weekends without a weekend off during the four (4) week Christmas/New Year's period provided that the nurse's weekend entitlement average remains at 50% weekends off during this period. To accomplish this the Christmas/New Year's time period will be deemed to be the four (4) week period referenced above plus the weekend immediately prior to and the weekend immediately after the Christmas/New Year's schedule.
- 2) Full-time nurses working the ten (10) hour tour will not be scheduled to work more than two (2) consecutive weekends without a weekend off during the four (4) week Christmas/New Year's period provided that the nurse's weekend entitlement average remains at 50% weekends off during this period. To accomplish this the Christmas/New Year's time period will be deemed to be the four (4) week period referenced above plus the weekend immediately prior to and the weekend immediately after the Christmas/New Year's schedule.

(iii) Should a nurse be scheduled to work contrary to any of the above provisions, she shall be paid in accordance with Article 14.03 for all hours so worked.

#### G.14 Scheduling Provisions for Employees Working 8 Hour Tours

The Hospital will utilize the following objectives in the formulation of working schedules for 8 hour tours.

- (a) Not more than seven (7) consecutive days of work will be scheduled without the employees' consent. Two (2) calendar days off will be scheduled following the completion of the seven (7) tours worked. Where the Hospital requires an employee to work an eighth consecutive tour, she shall be entitled to premium payment for the eighth tour, and every successive tour until a day off is scheduled.
- (b) The Hospital shall schedule four (4) days off within a two-week period of which there will be at least two consecutive days.

- (c) Unless requested by the employee, the employer will endeavour to schedule each full-time employee every other weekend off.
- (d) Should an employee be required to work three (3) or more consecutive weekends, she will receive premium payment as set out in Article 14 for the third (3<sup>rd</sup>) weekend and every consecutive weekend until a weekend off is scheduled save and except where:
  - i) Such weekend has been worked by the employee to satisfy specific days off requested by the employee. Or,
  - ii) Such employee has requested weekend work. Or,
  - iii) Such weekend is worked as the result of an exchange of tours with another employee
- (e) At least forty-eight (48) hours time off shall be scheduled following night duty of which 24 hours shall be a day off. Should 48 hours time off not be given, premium payment as set out in Article 14.03 shall apply unless forty-eight hours was not been given at the request of the employee.
- (f) At least sixteen (16) hours time off will be scheduled between tours of duty. Should the Hospital schedule an employee to work without sixteen (16) hours time off then the employee shall be entitled to premium payment as set out in Article 14.03 for the next tour. Such premium payment shall not apply where sixteen (16) hours time off are not provided based on an employee request. In units with staggered start times for shifts, the requirement for time off between tours shall be twelve (12) hours.
- (g) A weekend is defined as Saturday and Sunday plus at least one tour off at the start or end of the weekend (56 consecutive hours).
- (h) The Hospital will attempt to schedule employees to rotate the two (2) tours of their preference (day/evening or day/night). However, for the continuance of efficient operation, the Hospital reserves its right to assign an employee to a tour other than her preference.

#### G.15 Extended Tour Implementation

1. A longer daily tour (extended tour) shall be introduced into any unit, in its entirety.
 

When:

  - (a) a simple majority of the nurses in the unit so indicate by secret ballot. Proxy and telephone votes will not be permitted; and
  - (b) The Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner; and

- (c) All nurses on the affected unit will be entitled to vote: The Union and the Hospital will, with mutual agreement, schedule the dates for the vote; and
  - (d) The relative cost will be the same as for normal tour scheduling.
2. Extended tours will be introduced for a trial period of six (6) months.
3. At the end of the trial period, a vote will be taken to determine whether extended tours will be maintained or discontinued. A longer daily tour (extended tour) shall be continued beyond the trial period when:
- (a) Seventy-five percent (75%) of the nurses in the unit so indicate by secret ballot: and
  - (b) The Hospital agrees to continue with the compressed work week; such agreement shall not be withheld in an unreasonable or arbitrary manner; and
  - (c) All nurses on the affected unit will be entitled to vote. The Union and the Hospital will, with mutual agreement, schedule the dates for the vote; and
  - (d) The relative cost will be the same as for normal tour scheduling.
4. Extended tours may be discontinued in any unit when:
- (a) Seventy-five percent (75%) of the nurses in the unit so indicate by secret ballot, and the Hospital agrees to the discontinuation. Such agreement shall not be withheld in an unreasonable or arbitrary manner.

OR

- (b) The Hospital, because of:
  - i) adverse effects on patient care;
  - ii) inability to provide a workable staffing schedule, or
  - iii) where the Hospital wishes to do so for other reasons which are not either unreasonable or arbitrary and states the intention to discontinue in the schedule.

When the notice of discontinuation is given by either party in accordance with paragraph a and b above, then

- (a) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation.
- (b) Where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty ( 60) days notice before the schedules are so amended.

G.16 Scheduling Provisions for Employees Working Extended Tours

The Hospital will utilize the following objectives in the formulation of working schedules for extended tours:

- (a) Not more than three (3) consecutive extended tours will be scheduled without the employee's consent. When an employee works a fourth consecutive tour, she shall be entitled to premium payment as set out in Article 14.03 for the fourth tour, and every successive tour until a day off is scheduled, unless the fourth consecutive tour was worked at the request of the employee and has been approved by the manager. It is agreed that no employee will be able to request to work more than four (4) consecutive extended tours.
- (b) A weekend is defined as being a minimum of 60 (sixty) consecutive hours off work during the period following the completion of the last Friday day extended tour.
- (c) At least forty-eight (48) consecutive hours off shall be scheduled following night duty. Should forty-eight (48) hours time off not be given, premium payment as set out in Article 14.03 shall apply unless forty eight hours was not been given at the request of the employee.
- (d) Should a full-time employee be required to work two (2) or more consecutive weekends, she will receive premium payment for the second weekend and every consecutive weekend until a weekend off is scheduled save and except where:
  - i) such weekend has been worked by the employee to satisfy specific days off requested by the employee. Or,
  - ii) such employee has requested weekend work. Or,
  - iii) such weekend is worked as the result of an exchange of tours with another employee.
- (e) Should a part time employee be required to work three (3) or more consecutive weekends, she will receive premium payment as set out in Article 14 for the third (3rd) weekend and every consecutive weekend until a weekend off is scheduled save and except where:
  - i) such weekend has been worked by the employee to satisfy specific days off requested by the employee. Or,
  - ii) such employee has requested weekend work. Or,
  - iii) such weekend is worked as the result of an exchange of tours with another employee.

G.17

Part-time Scheduling

- (a)
  - i) Prior to posting the schedule, shifts shall be equitably distributed up to commitment among the regular part-time employees in each unit over a pay period.
  - ii) Once the schedule has been posted additional tours shall be offered singularly, according to availability first to the most senior regular part-time employee not scheduled up to their commitment and in descending order of seniority.
- (b) Once commitment for regular part-time employees on the unit has been met, the Employer will offer additional tours to regular part-time employees on the unit singularly, by availability, first to the most senior regular part-time employee and in descending order of seniority, prior to offering tours to that unit's job sharers or casual employees, subject to the following:
  - i) Employees who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Employer.
  - ii) A tour is deemed to be offered whenever a call is placed.
  - iii) It is understood that the Employer will not be required to offer tours which would result in overtime premium pay; and
  - iv) When a regular part-time employee accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Employer are made.
- (c) Provided they are qualified, employees may submit their availability to work additional tours on more than one unit, if they do so in accordance with hospital practice.

G.18

## (a) Regular Part-time Commitment

Regular part-time employees must be available for work on the following basis:

- i) To be available to work if required fifty-two weeks per year minus their individual vacation entitlement
- ii) To regularly rotate on at least 2 shifts and work extended tours as required
- iii) To work if required forty-five hours per pay period
- iv) To be available to work Christmas or New Years as per Article G.13
- v) To be available as required to work fifty (50) percent of the remaining paid holidays except when the department does not work paid holidays; and

- vi) For those units that operate 24 hours a day and seven days a week, to be available, as required, to work fifty percent (50%) of the weekends minus their individual vacation entitlement.

(b) Casual Part-time Availability

- i) Casual employees will declare on a bi-weekly basis their availability for work and will be expected to work, if required, based on their availability.
- ii) Casual part-time employees who declare themselves available for work shall notify the Hospital as soon as a change in circumstances becomes known.

G.19 Four Hour Tours

Where a part time employee is scheduled to work a four hour tour, Article G will apply except as amended by the following:

- (a) The Hospital will endeavour to keep the number of four (4) hour tours in each unit to a minimum. The Hospital and the Union will meet as required to evaluate the utilization, and effectiveness of four (4) hour tours.
- (b) The employees working four hour tours shall be entitled, subject to the exigencies of patient care, to a 15 minute relief period. The Employee will be paid four hours, which consist of 3.75 hours worked and one 15 minute relief period.
- (c) No part time employee will be scheduled solely on four hour tours in any pay period, except where such arrangements are requested by the employee.
- (d) In the event the employee is required to work beyond the scheduled tour, premium payment shall apply for all hours in excess of that four hour tour.

G.20 Six Hour Tours

Where a part time employee is scheduled to work a six hour tour, Article G will apply except as amended by the following:

- (a) The Hospital will endeavour to keep the number of six hour tours to a minimum.
- (b) The employees working six hour tours shall be entitled, subject to the exigencies of patient care, to a 15 minute relief period. The Employee will be paid 5.5 hours, which consist of 5.25 hours worked and one 15 minute relief period and one 30 minute unpaid meal break.
- (c) No part time employee will be scheduled solely on six hour tours in any pay period, except where such arrangements are requested by the employee.
- (d) In the event the employee is required to work beyond the scheduled tour, premium payment shall apply for all hours in excess of that six hour tour.

G.21 Ten Hour Tours

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

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

G.22 Job Sharing

The parties mutually agree to implement job sharing in accordance with the following terms. The Hospital shall not arbitrarily or unreasonably refuse to implement job sharing.

1. Job Sharing requests shall be considered on an individual basis.
2. Total hours worked by the job sharing partnership shall equal one (1) full-time position, and will meet the full-time scheduling provisions. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) employees and the Manager of the Unit. Job Sharers shall not be scheduled to work any regular shifts in addition to the regular shifts of the full-time position.
3. The above schedules shall conform with the scheduling provision of the Collective Agreement.
4. Each job sharer may exchange shifts with her partner, as well as with other employees as provided by the Collective Agreement.
5. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.
6. When extra shifts are available on a unit they should first be offered to part timers, then job sharers, then casuals.
7. For incidental illness and vacation, the job share partners will first make every effort to replace each other. If, because of unavoidable circumstances, one cannot cover the other, the Manager, or designate, must be notified to arrange for coverage. Job Sharers are not required to cover for their partner in the case of prolonged or extended absence.
8. All other provisions covering job sharing are contained in the Central Agreement.

9. All job sharers shall receive percent in lieu as per the Central Agreement for part-time employees.

#### Implementation

10. An incumbent full-time employee 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.
11. 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 employee will have the option of continuing the full-time position or reverting to her former position. If she does not continue full-time, the position must be posted according to the Collective Agreement.

#### Discontinuation

12. 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 made unreasonably or arbitrarily.

G.23 In the event an Employee requests weekend scheduling the Union and the Hospital will meet to determine the implementation and scheduling. Such requests will be determined on an individual basis.

#### Introduction and Discontinuation of Unit Weekend Worker Schedule

- (a) The bargaining unit employees on the unit affected shall indicate their willingness to implement the weekend worker schedule in a manner consistent with the process for Extended Tours in Article G.15 of the Collective Agreement.
- (b) The Hospital agrees to advise the Union of any such votes.
- (c) New or vacant weekend worker positions posted to accommodate the Unit Weekend Worker Schedule will be posted on the Unit and filled by seniority from amongst the full time nurses on the unit.
- (d) Vacancies resulting from (c) above and vacancies not filled by (c) above will be posted and filled in accordance with Article 10.

#### Discontinuation

- (e) Either party may discontinue the Unit Weekend Worker Schedule provided the nurses affected are given at least six (6) weeks notice of the discontinuation. The parties agree to meet to discuss the discontinuation prior to giving notice to the affected nurses.

- (f) If the Unit Weekend Worker schedule is to be discontinued it is agreed that the unit affected will return to the scheduling method in place prior to the introduction of the weekend worker.
- (g) Should the Unit Weekend Worker schedule be discontinued, the nurses in these positions will revert to their previous positions. In the event the Weekend Worker was hired externally to the position the nurse shall revert to the scheduling pattern for that unit. If a position is not available the nurse who was an external hire will be laid off in accordance with the provisions of Article 10.

#### Averaging of Hours

- (h) The Unit Weekend Worker Schedule shall provide a full time nurse with a weekly average of thirty (30) hours but must include two (2) 11.25 hour tours scheduled on each weekend. The remaining 7.5 hour tour shall be scheduled in accordance with Article G of the Collective Agreement.
- (i) Notwithstanding the above, the parties agree that it is permissible for the nurse to work four (4) 11.25 hour tours over each six weeks rather than six (6) 7.5 hour tours.
- (j) The scheduling provisions of the Collective Agreement will apply, except as modified herein or by Article 13.04.

The provisions of Article E.2 and E.4 shall not apply.

- (k) Any issues or concerns regarding the Unit Weekend Schedule may be discussed at the Hospital Association Committee meetings.

#### G.24

#### Single or Partial Shift Reassignment (Floating)

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

In the event that there are no volunteers, nurses will be reassigned in the following order:

1. Agency nurses
2. Relief Pool nurses by order of reverse seniority
3. Casual part-time nurses in order of reverse seniority
4. Other nurses on the unit by order of reverse seniority

For the purposes of reassignment under this provision a combined seniority list shall be used.

It is understood that the above order may be altered based on a reasonable and non arbitrary evaluation of the qualifications required, skill mix required, clinical needs, patient acuity and the staffing complement on the sending and receiving units. It is further understood that nurses who are reassigned will be assigned to work along with a nurse from the receiving unit.

It is understood that nurses will not be reassigned during their probationary period to units other than their assigned units.

## **ARTICLE H – MISCELLANEOUS**

H.1 A copy of the seniority list will be filed with the Local Union by January 15<sup>th</sup> and again by July 15<sup>th</sup> and at any time of a long term layoff, reorganization or rationalization consistent with Article 10.12. The seniority list will also be provided to each unit.

H.2 Blanket, malpractice and professional liability insurance is provided with no resulting premium cost to employees.

### H.3 Modified Work

(a) The Hospital will notify the Local President monthly of the names of all employees who go off work due to a work related injury, who commence a return to work program, or when an employee goes on LTD.

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

(c) The Hospital agrees to provide the employee and the Union with a copy of the Worker's Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

### H.4 Early and Safe Return to Work

The Hospital and the Union both recognize their obligations in facilitating the early and safe return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

1. A Return to Work Committee (RWC) will be established, at least one member of which will be a representative of the Union. The committee will meet at least once per month. The Union member will suffer no loss of regular earnings for attendance at such meetings. If the Union member is required to attend on their day off they will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings. Such hours are invisible for the purpose of determining premium.

The Hospital will provide an updated list of information to the RWC before each monthly meeting including the following:

- i) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits;
- ii) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked;

- iii) Employees who required temporary or permanent accommodation in the workplace.
2. It is understood that it is the obligation of the disabled employee in receipt of short-term, long-term, or WSIB disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.
  3. The Occupational Health Department will discuss the needs of employees for accommodation as soon as possible with the appropriate manager or designate. The Union and the RWC will be advised as soon as possible when return to their original position or unit can not occur. The Occupational Health Department in consultation with the Union representative will examine opportunities for temporary accommodation until such time as an appropriate permanent accommodation is determined.
  4. The Hospital will advise the Union of offers of permanent accommodation within or outside the bargaining unit.
  5. The parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the Hospital will consider the skills, ability and experience of the employees and will also consider ability to acquire skills, seniority and path of least disruption in the workplace in determining a suitable, sustainable accommodation.
  6. The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation. The committee will review any circumstances where attempts to accommodate an employee have proven unsuccessful.
  7. Before posting, the Hospital's Human Resources department will begin the process of examining all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home unit.
  8. The Hospital will consult with the Union on the feasibility of an accommodation giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.
  9. Whether or not the parties agree to waive the posting procedure in order to facilitate an accommodation and whether or not the position is within the bargaining unit, the parties will sign an agreement containing the details of the accommodation. The parties may also agree to a written agreement for temporary accommodation of extended duration.
  10. The pre-disability position of a nurse who needs permanent accommodation may be posted under any one of the following circumstances:

- (i) the employee is permanently accommodated in another position or arrangement
  - (ii) the weight of the medical evidence establishes that there is no reasonable prospect of a return to her pre-disability position in the foreseeable future
  - (iii) the Hospital may elect to fill the disabled employee's pre-disability position by posting a temporary position that is identified as potentially becoming a permanent position.
    - A) In so electing, the position will be filled in accordance with the job posting provisions of the Collective Agreement.
    - B) If and when it is confirmed that the disabled employee cannot return to her pre-disability position, this position may be offered to the incumbent on a permanent basis.
    - C) 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.
  - iv) Filling of a disabled employee's pre-disability position does not remove the Hospital's duty to accommodate that employee.
- H.5 (a) The Hospital, with the employee's consent, will inform the Union, within three (3) days of any employee who has been assaulted while performing her work. Such information shall be submitted, in writing, to the Union as soon as possible.
- (b) The Hospital will reimburse for damages incurred to the employee's personal property such as eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing her work.
- H.6 The Hospital shall forward to the Local Union copies of all job postings, indicating job posting number, and successful candidates for each site. All unsuccessful applicants for ONA job postings will be notified, in writing, within two (2) weeks of the decision to hire.
- H.7 Monthly parking paid by the employee at the employee's home site will be valid at the alternate site. All changes to the monthly parking rates will be discussed at the Hospital/Union labour management meeting.
- H.8 Any regular earnings omitted on a pay cheque in excess of 3.75 hours (not caused by the employee's error) must be reported to the immediate supervisor who, at the request of the employee, will arrange for a manual cheque to be produced within two business days.

## H.9 Retiree Benefits – Process for Payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans, up to age 65, as outlined in Article 17.01(h) will provide advance payment of the benefits through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process, if available.

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

The Employer will notify the Union of the benefit costs to retired nurses in July of each year or at renewal time if later than July, and each time the benefit costs are renegotiated as a result of a new collective agreement.

## ARTICLE I – STANDBY

I.1 The Hospital agrees that stand-by will be assigned on an equitable basis among the qualified nurses who normally perform the work.

The on call/standby nurse will normally be utilized to cover unscheduled procedures during off hours.

For units that operate 24 hours a day and seven days a week, a full time employee will not be scheduled for standby on a scheduled day off or weekend off unless mutually agreed between the employee and the employer.

It is understood that nurses will not be required to assume stand-by duty on the weekend prior to or following a week of vacation or any week where the nurse is not scheduled.

I.2 The Employer will make available sleep/rest areas, pursuant to the Letter of Understanding attached, for employees scheduled for standby.

I.3 A nurse who is called back to work from standby and is scheduled to work a regularly scheduled shift the next day shall be entitled to leave with pay from the portion of the next scheduled shift which will provide at least twelve (12) hours off between the time the nurse leaves and returns to the hospital.

I.4 An employee will be relieved after thirteen (13) consecutive hours of work.

I.5 A nurse assigned to standby shall not be assigned to take call for more than four (4) consecutive shifts. The employee will not be scheduled for standby on consecutive weekends.

I.6 Employees scheduled for standby will be provided a pager. The pager must be kept with the employee and kept turned on at all times during standby when off the Hospital property. Pagers shall be returned to the Employer's premises on the employee's next scheduled shift.

I.7 The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.

**ARTICLE J -SELF SCHEDULING**

- J.1 Self scheduling may be introduced and/or discontinued in any unit on the same basis as extended tour arrangements.
- J.2 Unit specific scheduling guidelines will reflect scheduling provisions in the Collective Agreement and will be developed collaboratively by the staff and the Manager of the Unit, and provided to the local union upon initiating self-scheduling and each subsequent January.
- J.3 Self-scheduling is scheduling by employees in order to promote more flexible schedules that meet the needs of the employees and the patient care needs of the unit. Self-scheduling will not result in additional costs to the employer.

**ARTICLE K - VIOLENCE IN THE WORKPLACE**

- K.1
1. Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of his/her employment. It includes the application of force, threats with or without weapons and verbal abuse. The Hospital agrees that such incidents will not be condoned. Any nurse who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
  2. The Hospital agrees to maintain formalized policies and procedures including risk assessments in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.
  3. The Hospital agrees to provide training and information on the prevention of violence to all employees. This training will be done during a new employee's orientation and updated as required.

DATED AT Tamk Ontario, this 23<sup>rd</sup> day of April, 2009.

FOR THE EMPLOYER

Julie Bakow  
BW Kayles  
J. Moberg  
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FOR THE UNION

Sen huzaj  
Labour Relations Officer  
Carl Oates  
James Burt  
[Signature]

**LETTER OF UNDERSTANDING**

Between:

**ROUGE VALLEY HEALTH SYSTEM**

And:

**ONTARIO NURSES' ASSOCIATION**

**Re: Scheduling of Solely Twelve (12) Hour Tours – Time Balancing**

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Whereas the Hospital has given notice of a change in payroll system; and

Whereas this payroll system requires a change in the end date of a pay period;

The Parties agree to the following process when scheduling solely twelve (12) hour tours in order to minimize the impact on the extended tour master rotations:

1. The previous twelve (12) hour tour arrangement consisted of:
  - One two week period consisting of six (6) twelve hour tours
  - Two two week periods consisting of seven (7) twelve hour tours
2. The above scheduling arrangement may be waived.
3. The Hospital will not schedule full-time nurses for more than eight (8) extended tours in any one (1) pay period.
4. The Hospital will continue to schedule full-time nurses in a manner consistent with the provisions of Article 13 of the Collective Agreement and will continue the practice of scheduling full-time nurses for two hundred and twenty-five (225) hours in each six (6) week period.

DATED AT Toronto Ontario, this 23rd day of April, 2009.

FOR THE EMPLOYER

Julie Baker  
BW Nayler  
J. Moogk

FOR THE UNION

Sam Hughes  
 Labour Relations Officer  
Carol Vento  
Sharon Hill  
[Signature]

**LETTER OF UNDERSTANDING**

**Between:**

**ROUGE VALLEY HEALTH SYSTEM**

**And:**

**ONTARIO NURSES' ASSOCIATION**

**Re: Scheduling Initiative – Combined Regular and Extended Tours**

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Whereas during the current discussions related to the renewal Collective Agreement the parties expressed interest in the concept of schedules that combine the Regular and Extended tours;

The parties agree as follows:

1. In order for this initiative to continue on units where it is already in existence, a vote and trial period will be held in accordance with the process contained in Article G.15 of the Collective Agreement.
2. In order for this initiative to be introduced into a unit, a vote and trial period will be held in accordance with the process contained in Article G.15 of the Collective Agreement.
3. It is understood that a vote in favour indicates agreement by the employees with the concept of this initiative. Individual employees will indicate their willingness to participate in the initiative.
4. It is agreed that the reference to the Extended tour is limited to tours of 11.25 hours in length.
5. A pay period for full time employees working the combination of Regular and Extended tours shall consist of seventy-five (75) hours.
6. Employees working the combination of Regular and Extended tours shall not work consecutive tours of combinations of more than:
  - a) Two (2) – 11.25 hours and two (2) – 7.5 hours; or
  - b) Three (3) – 7.5 hours and one (1) – 11.25 hours; or
  - c) Three (3) – 11.25 hours; or
  - d) Seven (7) - 7.5 hour tours.
7. Should a nurse work more consecutive tours than in #6 above, she shall be paid in accordance with Article 14.03 for all additional consecutive tours until a day off is scheduled.



**LETTER OF UNDERSTANDING**

**Between:**

**ROUGE VALLEY HEALTH SYSTEM**

**And:**

**ONTARIO NURSES' ASSOCIATION**

**Re: Access to Sleeping Area for On Call/Standby Nurses**

Further to discussion held at Local Issues Bargaining, and in order to facilitate sleeping arrangements for on call/standby nurses, in the event of bad weather, etc., the parties agree to the following:

1. The Hospital will provide access to a bed/stretchers for nurses who are on standby/on call and who request sleeping arrangements.
2. The Hospital will also provide access to shower facilities.
3. The nurse who requires such accommodations will make the request to his/her manager, ideally 48 hours in advance of the need.
4. His/her manager will inform the appropriate MNS manager (RVAP or RVC site) of the need for accommodations.
5. The MNS manager will identify the location and communicate this information to the requesting manager.
6. The requesting manager will advise the nurse of the location.

DATED AT Toronto Ontario, this 23rd day of April, 2009.

FOR THE EMPLOYER

Julie Baker  
BW Nayler  
J. Moesch  
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\_\_\_\_\_

FOR THE UNION

Sen Lu King  
Labour Relations Officer  
Carol Oates  
James Hill  
[Signature]

**LETTER OF UNDERSTANDING**

Between:

**ROUGE VALLEY HEALTH SYSTEM**

And:

**ONTARIO NURSES' ASSOCIATION**

**Re: Layoff Meetings**

Whereas the parties recognize the importance of open communications during periods of layoff or other reductions in staffing, the parties hereby agree as follows:

Pursuant to Article 10.09 (b) iii) A) any time following the issuing of individual long-term layoff notice, representatives of the Union and the Hospital will meet with affected nurses to outline the various options available to each individual nurse in accordance with the Collective Agreement.

If issues arise during short term layoffs, either party may request a meeting to discuss these issues.

DATED AT Toronto Ontario, this 23rd day of April, 2009.

FOR THE EMPLOYER

Julie Borker  
BW Nayler  
J. Moeck  
\_\_\_\_\_

FOR THE UNION

Jim Lukacs  
Labour Relations Officer  
Carol Oates  
Janet...  
[Signature]

**LETTER OF UNDERSTANDING**

Between:

**ROUGE VALLEY HEALTH SYSTEM**

And:

**ONTARIO NURSES' ASSOCIATION**

**Re: Availability**

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The Employer agrees to investigate and if possible implement a consistent and centralized process under which employees will submit their availability.

The Employer will provide updates on the progress of this investigation and implementation on an ongoing basis at Labour Management meetings.

DATED AT Toronto Ontario, this 23rd day of April, 2009.

FOR THE EMPLOYER

Julie Baker  
BW Kayler  
J. Modyk

FOR THE UNION

Sam Lukyanov  
Labour Relations Officer  
Carol Dato  
James [unclear]  
[unclear]