

COLLECTIVE AGREEMENT

Between:

THE ROYAL VICTORIA HOSPITAL, BARRIE
(hereinafter referred to as the "Hospital")

And:

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

Expiry: MARCH 31, 2011

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
APPENDIX 3.....	1
SALARY SCHEDULES & CLASSIFICATIONS.....	1
APPENDIX 4.....	10
SUPERIOR CONDITIONS.....	10
APPENDIX 5.....	11
LOCAL ISSUES.....	11
ARTICLE A – RECOGNITION.....	11
ARTICLE B - MANAGEMENT RIGHTS.....	11
ARTICLE C - ASSOCIATION REPRESENTATION (ARTICLE 6).....	12
ARTICLE D - ASSOCIATION DUES (ARTICLE 5).....	12
ARTICLE E - JOB SECURITY.....	13
ARTICLE F - LEAVE OF ABSENCE (ARTICLE 11).....	13
ARTICLE G - SCHEDULING REGULATIONS (ARTICLE 13).....	13
ARTICLE H - PAID HOLIDAYS (ARTICLE 15).....	19
ARTICLE I - VACATIONS WITH PAY (ARTICLE 16).....	20
ARTICLE J - SICK LEAVE (ARTICLE 12).....	21
ARTICLE K - PREMIUM PAYMENT (ARTICLE 14).....	21
ARTICLE L - FOUR OVER FIVE YEAR PLAN (ARTICLE 15).....	21
ARTICLE M - JOB SHARING (ARTICLE 16).....	21
ARTICLE N - MODIFIED WORK.....	23
ARTICLE O – MISCELLANEOUS.....	23
ARTICLE P – OCCUPATIONAL HEALTH AND SAFETY.....	24
SIGNING PAGE.....	26
LETTER OF UNDERSTANDING.....	27
Re: Local Coordinator Leave.....	27
LETTER OF UNDERSTANDING.....	28
Re: Notification to Unsuccessful Job Applicants.....	28
LETTER OF UNDERSTANDING.....	29
Re: Voluntary Part-Time Benefits – Process for Payment.....	29
LETTER OF UNDERSTANDING.....	30
Re: Retiree Benefits – Process for Payment.....	30
LETTER OF UNDERSTANDING.....	31
Re: Article 13.04 Weekend Schedule.....	31
LETTER OF UNDERSTANDING.....	32
Re: Nurses’ Lounge.....	32
LETTER OF UNDERSTANDING.....	33
Re: Payment for Bargaining Unit President and Accommodation Representative.....	33
MEMORANDUM OF SETTLEMENT.....	34
Re: RNFAs.....	34
ATTACHMENT.....	36
Special Circumstance Scheduling – Article 13.05.....	36
LETTER OF UNDERSTANDING.....	38
Re: Article G-02.....	38
LETTER OF UNDERSTANDING.....	39
Re: The Anesthesia Care Team (ACT).....	39

LETTER OF UNDERSTANDING	41
Re: Recurring Labour Relations Meetings Agenda Items	41
LETTER OF UNDERSTANDING	42
Re: Flexible Scheduling for Nurse Educators and Nurse Practitioners	42
LETTER OF UNDERSTANDING	43
Re: Temporary Vacancies.....	43
LETTER OF UNDERSTANDING	44
Re: Supernumerary Positions.....	44
LETTER OF UNDERSTANDING	45
Re: Vacation and Christmas Scheduling.....	45
Scheduling Committee – ONA Operating Guidelines	46

APPENDIX 3**SALARY SCHEDULES & CLASSIFICATIONS**

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 SCHEDULES & CLASSIFICATIONS**Classification – Graduate Nurse

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	26.74	27.54	28.37
1 Year	27.19	28.01	28.85
2 Years	27.64	28.47	29.32
3 Years	29.00	29.87	30.77
4 Years	30.45	31.36	32.30
5 Years	32.14	33.10	34.09
6 Years	33.99	35.01	36.06
7 Years	35.64	36.71	37.81
8 Years	38.18	39.33	40.51
25 Years	38.85	40.02	41.22

APPENDIX 3
SALARY SCHEDULES

Classification – Registered Nurse First Assistants

	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 SCHEDULES

Classification – Nurse Practitioner/Pain Management

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	43.23	44.53	45.87
1 Year	43.51	44.82	46.16
2 Years	43.29	44.59	45.93
3 Years	44.61	45.95	47.33
4 Years	46.01	47.39	48.81
5 Years	47.44	48.86	50.33
6 Years	49.36	50.84	52.37
8 Years	49.49	50.97	52.50
25 Years	50.97	52.50	54.08

Note:

Employees who reach their 2 year rate will be continued at their 1 year rate until such time as they reach their 3 year rate.

APPENDIX 3
SALARY SCHEDULES

Classification – I.C.U./C.C.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	27.97	28.81	29.67
1 Year	28.20	29.05	29.92
2 Years	28.88	29.75	30.64
3 Years	30.26	31.17	32.11
4 Years	31.71	32.66	33.64
5 Years	33.47	34.47	35.50
6 Years	35.25	36.31	37.40
7 Years	37.04	38.15	39.29
8 Years	39.68	40.87	42.10
25 Years	40.37	41.58	42.83

NOTE: The parties agree to red circle employees covered by the above classification rate effective the last day of this Collective Agreement, March 31, 2006. All employees red circled on that date will remain so until they leave the employment of RVH or until they leave the ICU/CCU.

APPENDIX 3
SALARY SCHEDULES

Classification – Nurse Clinician/Gerontology Nurse

	<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	34.22	35.25	36.31
1 Year	33.71	34.72	35.76
2 Years	33.13	34.12	35.14
3 Years	33.57	34.58	35.62
4 Years	34.49	35.52	36.59
5 Years	36.41	37.50	38.63
6 Years	37.89	39.03	40.20
7 Years	39.41	40.59	41.81
8 Years	41.81	43.06	44.35
25 Years	42.53	43.81	45.12

APPENDIX 3
SALARY SCHEDULES

Classification – Resource Nurse

	<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	28.53	29.39	30.27
1 Year	28.92	29.79	30.68
2 Years	29.40	30.28	31.19
3 Years	30.84	31.77	32.72
4 Years	32.32	33.29	34.29
5 Years	34.13	35.15	36.20
6 Years	35.96	37.04	38.15
7 Years	37.80	38.93	40.10
8 Years	40.49	41.70	42.95
25 Years	41.21	42.45	43.72

APPENDIX 3
SALARY SCHEDULES

Classification – Occupational Health Nurse/Diabetic Nurse:

	<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	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

APPENDIX 4

SUPERIOR CONDITIONS

Article 19.15 of the previous Collective Agreement states:

Educational allowances will be paid to nurses utilizing the additional preparation. These bonuses apply to the Assistant Head Nurse Classification.

Nursing Administration and Post-Graduate Courses- \$15.00 per month

Diploma - \$40.00 per month

Degree - \$80.00 per month

General Duty Nurse - \$15.00 per month

Speciality Post Graduate courses,
i.e. midwifery utilized in areas
of the speciality

Such bonuses may be withheld or paid in part until the completion of the probationary period."

APPENDIX 5

LOCAL ISSUES

ARTICLE A – RECOGNITION

A.01 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed by Royal Victoria Hospital of Barrie, Inc. at Barrie, engaged in a nursing capacity, save and except, Nursing Unit Managers, persons above the rank of Nursing Unit Manager, Occupational Health Nurse, the Discharge Planner and the Manager of the Central Supply Department.

NOTE #1: It is understood that the positions of Occupational Health Nurse(s), Oncology Nurse(s), Nurse Clinician(s), Resource Nurses, Nurse Practitioners, Pain Management Nurse(s) and Diabetic Teaching Nurse(s) have all been found to be appropriate for the Bargaining Unit.

NOTE #2: It is understood that the “Association” throughout the Collective Agreement can be interpreted as the “Union” as defined by the *Ontario Labour Relations Act*.

NOTE #3: QUMP nurses were added to the bargaining unit as per agreement March 18, 2002.

A.02 The word "nurses" when used throughout this Agreement shall mean persons included in the above described bargaining unit.

A.03 "Immediate Supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

B.01 The Association acknowledges that it is the exclusive right of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off, recall and suspend or otherwise discipline nurses for just cause, provided that a claim or discriminatory classification, promotion, demotion, or transfer, or a claim that a nurse has been unjustly discharged, suspended or otherwise 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, but before altering such rules and regulations, the Hospital will discuss same with the Association, and give the Association an opportunity of making representation with respect to such proposed alterations;

- (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, and equipment to be used, the allocation and number of nurses required from time to time, and the standards of nursing performance for all nurses;
- (e) when disciplining a nurse, the Hospital will inform the nurse and the Association. A nurse representative may be present at the request of either party.

B.02 These rights shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION REPRESENTATION (ARTICLE 6)

C.01 Nurse Representatives

There shall be twenty-five (25) nurse representatives, or where no representative is available, an identified alternate ONA representative, one (1) from each unit of the Hospital, including one (1) nurse representative from the part-time. An executive member may function as a nurse representative.

C.02 Grievance Committee

There shall be a Grievance Committee of not more than four (4) nurses.

C.03 Negotiating Committee

There shall be a Negotiating Committee of not more than four (4) nurses.

C.04 Hospital-Association Committee

This Committee will be composed of three (3) representatives of the Association and an equal number of representatives from the Employer. Each party may have alternates to replace a member from time to time.

C.05 The Professional Development Committee as defined in Article 9.02 a) shall be made up of three (3) representatives from each of the Hospital and the Association.

ARTICLE D - ASSOCIATION DUES (ARTICLE 5)

D.01 The Association interviews will be scheduled collectively during nursing orientation, at an appropriate time arranged between the Association and the Nursing Personnel.

ARTICLE E - JOB SECURITY

- E.01 A copy of the seniority list will be filed with the Union on December 1st and June 1st. A seniority list individualized to each unit will be provided to the Union on December 1st and June 1st.
- E.02 The Hospital shall supply a current list including names, part-time or full-time, designation of all Bargaining Unit members to the Union on June 1st and December 1st.

ARTICLE F - LEAVE OF ABSENCE (ARTICLE 11)

- F.01 Leave of absence for Association business shall be granted pursuant to the following conditions:
- (a) Adequate notice shall be provided.
 - (b) No more than four (4) nurses shall be absent on such leave at the same time. Requests for additional leaves shall be considered and not unreasonably denied by the Hospital.
 - (c) The cumulative total for such leave shall be one thousand (1,000) hours during the calendar year.
 - (d) No more than one (1) nurse excluding executive members from the same area will be off on such leave at the same time.

ARTICLE G - SCHEDULING REGULATIONS (ARTICLE 13)

- G.01 The Employer may introduce a longer daily tour with the approval of the Local.
- G.02 (a) The Hospital will endeavour to schedule two (2) weekends off in four (4) for nurses working on a normal daily tour. The Hospital will schedule every second [2nd] weekend off for nurses working on extended tours.
- If a nurse is required to work on a third [3rd] consecutive and subsequent weekend, she/he shall be paid premium pay as set out in Article 14.03 save and except where:
- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) such nurse has requested weekend work, in writing, and renews such request yearly; or
 - iii) such weekend is worked as the result of an exchange of shifts with another nurse.

- (b) For the purpose of scheduling, a weekend shall consist of fifty-six (56) consecutive hours off work during the period following completion of the Friday day shift until the commencement of the Monday day shift.

G.03

Violation of the following will be compensated by premium payment, as defined in Article 14.03:

- (a) No less than two (2) consecutive tours between changes of shift unless otherwise agreed.
- (b) A request by a nurse for a change of scheduled working hours must be submitted in writing and co-signed by the nurse willing to exchange tours. Nurses will provide as much advance notice as possible. All shift changes must be approved by the manager or designate in writing.
- (c) No split shifts.
- (d) A nurse will be scheduled off at least four (4) days in any two (2) week period, including at least one (1) period of two (2) consecutive days, and minimum of split days will be scheduled.
- (e) Nurses will not be scheduled to work more than seven (7) consecutive days unless otherwise mutually agreed.
- (f) Where a full-time or permanent part-time nurse normally rotates, at least fifty (50%) percent of her/his tours shall be scheduled on the day tour within a three (3) month period, unless otherwise mutually agreed.
- (g) At least forty-eight (48) hours time off shall be scheduled following night tour.
- (h) Not more than two (2) consecutive weeks will be scheduled on evenings or nights unless otherwise mutually agreed.
- (i) These regulations may be waived between December 15th and January 8th, so that nurses will receive six (6) or more consecutive days off at either Christmas or New Year's.

Available for work as required and assigned by the Hospital during Christmas (including December 24th, December 25th and 26th) or New Year's (including December 30th and January 1st or December 31st to January 2nd). This provision shall not apply to any area where nurses normally work Monday to Friday, and are not normally scheduled to work on paid holidays.

- (j) Schedules for full-time and permanent part-time nurses will be posted six (6) weeks in advance.
- (k) Requests will be submitted one (1) week prior to posting, whenever possible.
- (l) A nurse will not be required to change tours of duty more than once during a work week.

- (m) A nurse will be granted permanent evening or night tour, if requested. Such nurse will be expected, if requested by the Vice President of Patient Care Services or delegate to return to the day tour for in-service education.

It is understood that once a nurse has requested and been granted a permanent evening or a night tour, the discontinuation of such arrangement is subject to G.03 (n) or through the job posting provisions of Article 10 of the central agreement.

- (n) Changes on the master rotation will be implemented under the following process:

- i) in units of twenty (20) nurses or less, when seventy-five percent (75%) of the nurses are in agreement.
- ii) In units of more than twenty (20) and less than forty (40) nurses when sixty-five percent (65%) of the nurses are in agreement.
- iii) in units of more than forty (40) nurses when fifty percent (50%) plus one (1) are in agreement.

Where the vote is not successful, the unit will maintain the schedule in existence prior to the vote. Votes on further changes to the Master Rotation will not be held for six (6) months. Failure to make a decision on a new master rotation the employer has a right to implement an operationally required schedule.

- (o) In order to accommodate vacation and lieu day requests made by full-time staff, the Hospital will not unreasonably deny requests for exchange of shifts between nurses, including casual part-time nurses; it being understood that the Hospital shall not be required to accommodate such requests which result in overtime payment.

G.04

- (a) The extended tour arrangement will be implemented on a trial basis for a period of six (6) months where sixty percent (60%) of the nurses on 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 sixty percent (60%) of the nurses involved request the discontinuance of this tour system, it will then be discontinued.

Where a 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 save and except where alternate arrangements have been made mutually agreed by the Hospital and the Local in the form of approved "Minutes of Settlement".

- (b) The scheduling cycle for the twelve (12) hour extended tour will be an average of seven (7) tours in each two (2) week period. The Hospital shall endeavour to schedule not more than three (3) consecutive tours of work.
- (c) The scheduling cycle for the ten (10) hour extended tour will be an average of eight (8) tours in each two week period. The Hospital shall endeavour to schedule not more than four (4) consecutive tours of work.
- (d) Premium payment shall apply should these scheduling regulations not be met.

G.05 A nurse who is required to work on a unit, other than her/his regular unit for one (1) tour shall not be designated in charge for the tour unless there is an emergency.

G.06 The Hospital-Association Committee shall look at all requests by either party regarding scheduling.

G.07 For the purposes of scheduling, the first [1st] shift of the day shall be day tours.

For the purposes of paying evening premiums evenings will be 1500 - 2300.

For the purposes of paying night premiums nights will be 2300 - 0700.

Any shift commencing between the hours of 0600h and 1200h shall be considered a Day Tour.

G.08 Short Tours

Where part-time nurses are scheduled to work less than a normal tour (7.5 hours), Article G applies in its entirety except as amended by the following:

- (a) No regular part-time nurse will be scheduled to work solely on tours which are comprised of less than 7.5 hours in any pay period except where such arrangements are agreed to by the nurse.
- (b) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a reasonable level.

G.09 (a) Regular Part-Time Commitment

The regular part-time commitment "Level A Nurse" to be available as follows as per G.09:

- i) Available to work thirty-seven and one-half (37½) hours in a two (2) week pay period.
- ii) Available to work two (2) weekends in four (4) for nurses working on a normal daily tour and available to work every other weekend for nurses working on extended tours.

- iii) Working all three (3) shifts except where the nurse is working a permanent shift.
- iv) Available for work as required and assigned by the Hospital during Christmas (including December 24th, December 25th and 26th) or New Year's (including December 30th and January 1st or December 31st to January 2nd). This provision shall not apply to any area where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.

(b) Part-time nurses making a "Level B" commitment will be available to be scheduled on the following basis:

- i) Available to work for twenty-two and one-half (22½) hours in a two week pay period.
- ii) Available for work no less than one (1) weekend in every four (4) week period, if required.
- iii) Working all three (3) shifts except where nurse is working a permanent shift.
- iv) Available for work as required and assigned by the Hospital during Christmas (including December 24th, December 25th and 26th) or New Year's (including December 30th and January 1st or December 31st to January 2nd).

All regular part-time commitment "Level A" employees in a unit will be scheduled up to their committed hours by seniority and then commitment "Level B" employees will be scheduled up to their committed hours by seniority before any casual employees are utilized.

(c) When regular part-time commitment "Level A" and commitment "Level B" employees on the unit have been given the opportunity to work up to their commitment, the Hospital will then offer additional tours to all regular part-time employees on the unit on an equitable basis prior to offering tours to 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 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 employee accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made;

- v) Provided they are qualified, employees may submit their availability to work additional tours to more than one (1) unit. If working such time would result in premium payment, the nurse must indicate this in advance in order to receive the payment.
- vi) Day tours will be scheduled equitably among the regular part-time employees unless otherwise requested by an employee.
- vii) An employee is entitled to either Christmas (including December 24th, December 25th and 26th) or New Year's (including December 30th and January 1st or December 31st to January 2nd).
- viii) The weekend scheduling regulations referred to above may be put aside during the period of December 18th to January 10th to facilitate the scheduling of days off at Christmas and New Year's.
- ix) A minimum period of twelve (12) consecutive hours off shall be scheduled between a change of tours.
- x) At least forty-eight (48) hours off shall be scheduled following the completion of night tours when changing to day tours in accordance with the posted schedule unless otherwise mutually agreed between the nurse and her/his immediate supervisor.
- xi) Employees on twelve (12) hour tours will not be scheduled to work more than three (3) consecutive tours.
- xii) It is understood and agreed that the Hospital shall schedule employees to work taking into consideration their stated preference and taking into account the operational needs of the unit.

G.10

Reassignment

The Hospital and the Union recognize that it is a management right to reassign an employee who is scheduled to work for a period of time up to and including a single shift under Article 14.05. This reassignment will be from the employee's home unit to any other unit as required by the Hospital. The Hospital and the Union agree to implement the following principles if such reassignment occurs

1. The reassigned employee will be assigned to work with an experienced RN on the receiving unit. The experienced employee in most cases will be a staff employee. The reassigned employee will not be required to take a full assignment unless he or she possesses the appropriate knowledge, skill and judgement to practice on that unit.
2. The experienced employee will familiarize the reassigned employee to the general functioning of the unit.

3. The reassigned employee will identify, to the experienced employee, her skills, abilities and limitations in relation to duties required on the receiving unit. The two employees will collaborate in providing patient care.
4. Reassignment will occur bearing in mind the following principles:
 - (a) Patient care requirements are the first priority
 - (b) The Hospital will not normally reassign probationary employees
 - (c) The Hospital will reassign, where possible, employees who volunteer
 - (d) The Hospital will normally reassign staff nurses in a fair and equitable manner
5. When an employee is reassigned to another site the Hospital will reimburse the employee for transportation costs that the Hospital requires the employee to incur. The Hospital reserves the right to determine the most efficient method of transportation.

G.11 All full-time and regular part-time nurses will be pre-scheduled on a posted schedule to their respective commitments. Should pre-scheduled work not be available at the time of posting for regular part-time nurses, such nurses shall make their availability known to the employer for purposes of meeting their commitments from work that becomes available after the schedule is posted prior to work being offered as per Article G.09.

Changes to rotations and line selections will be made within individual units or departments.

The unit discussing line changes or new rotations will determine the length of time the options are open for discussion and selection with input from the unit specific scheduling committee.

G.12 Self Scheduling

Any self scheduling will follow the applicable conditions outlines in Article G.

ARTICLE H - PAID HOLIDAYS (ARTICLE 15)

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

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

- H.02 Due to the nature of the services necessary in a Hospital, many of the nurses may be required to work on these holidays. The schedule will not be altered unless the nurses request the holiday off.
- H.03 Prior to scheduling on paid holidays, the Nursing Unit Manager will consider each nurse's preference for such holiday, provided there is no delay by the nurse in stating the preference.
- H.04
- (a) Where a holiday falls during a nurse's scheduled vacation period, and the nurse and the Hospital agree to schedule a different day off with pay, such day shall be scheduled at a mutually agreeable time.
 - (b) Where a holiday falls on a nurse's scheduled day off, an additional day off with pay will be scheduled at a mutually agreeable time.
 - (c) A nurse required to work on any of the foregoing holidays shall be paid in accordance with Article 15.05 of the Collective Agreement, and she/he shall receive a lieu day which shall be scheduled by mutual agreement, concurrently with scheduled weekends off, or vacation. Not more than five (5) days may be accumulated and added to vacation if taken in the month of October, November, February, March, April or May.
 - (d) Where a regular part-time nurse has been scheduled to work on a holiday weekend, she/he shall be scheduled to work on the holiday as well, providing the shift is available.

ARTICLE I - VACATIONS WITH PAY (ARTICLE 16)

Date for determining annual vacation is April 1st of each year (April 1st to March 31st).

Individual requests for vacation preference will be considered by seniority up until April 15th of each year. Thereafter, vacations will be scheduled on a first [1st] come first [1st] serve basis.

- I.01 Nurses will be allowed to accumulate six (6) weeks of vacation entitlement.
- I.02 The Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates and the continuity of weeks, subject to the need to meet the operating requirements of the Hospital.

Each employee is to be entitled to request a maximum of three (3) weeks of vacation during the period commencing mid-June and ending mid-September each year in order of seniority. If in the event there are sufficient nurses to fill the scheduled summer hours, further time off for vacation may be granted to nurses in order of seniority. Nurses who wish further time off as described herein must inform the Employer each year at the time their three (3) week entitlement preference is being sought. In the event there is difficulty scheduling three (3) weeks for each employee during the summer months, the Employer will ensure that junior employees receive at least two (2) weeks during the summer vacation period.

- I.03 The Hospital will endeavour to schedule the weekend off prior to the commencement of vacation, and shall schedule the weekend off following vacation.
- I.04 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.
- I.05 Vacation pay shall be issued immediately preceding the commencement of vacation if so requested, in writing, by full-time or regular part-time nurses.
- Vacation pay owing to casual Part-time nurses shall be paid on each pay as earned.
- I.06 The Hospital shall establish vacation quotas for each nursing unit which shall not be unreasonably restrictive.

ARTICLE J - SICK LEAVE (ARTICLE 12)

- J.01 In the event of illness, a nurse will endeavour to notify the Nursing Office at least one (1) hour prior to her/his scheduled shift before 1100 hours, and four (4) hours prior to other shifts.
- J.02 A nurse shall advise the Hospital on the third (3rd) day of illness of the approximate length of time required as sick leave, and will also notify the Hospital of her/his expected date of return to duty; any changes in the expected date of return will be similarly notified.

ARTICLE K - PREMIUM PAYMENT (ARTICLE 14)

- K.01 Where a nurse has worked and accumulated approved overtime hours, such hours may be accumulated up to a maximum of seventy-five (75) overtime hours. Such time off shall be taken at a time agreeable to the nurse and her/his Immediate Supervisor.

ARTICLE L - FOUR OVER FIVE YEAR PLAN (ARTICLE 15)

- L.01 In the four over five year plan there will be a maximum of five (5) nurses per year. There shall be no more than one (1) nurse per unit.

ARTICLE M - JOB SHARING (ARTICLE 16)

The introduction of job sharing arrangements will be subject to mutual agreement between the Association and the Hospital.

The initial job sharing arrangement will be on a trial basis for a period of up to six (6) months, subject to review by the Association and the Hospital before confirmation. It is agreed that the following conditions will govern the arrangements.

- M.01 The Hospital has the undisputed right to designate and increase or decrease the full-time positions eligible to be deemed job sharing. The Employer shall not arbitrarily unreasonably refuse to implement job sharing.
- M.02 Each department/unit will determine the approximate number of full-time positions to be allotted to job sharing.
- M.03 One (1) full-time position is shared by two (2) or more part-time staff members.
- M.04 Staff employed in a job shared position accept the conditions for the full-time rotation and hours as scheduled and must be compatible with one another. Where non-compliance occurs, Management has the right to intervene.
- M.05 As a general rule, job sharers must be prepared to cover each other's incidental illnesses. However, where one (1) job sharer cannot, due to circumstances beyond her/his control, cover the other's shift, she/he must notify the Nursing Unit Manager or her/his designate, and the Hospital will attempt to provide the necessary coverage.
- M.06 In the event of one (1) job sharer taking a Leave of Absence, the other job sharer must be prepared to cover the absent partner's shifts. However, where the covering nurse can demonstrate special circumstances which prevent her/him from covering the Leave of Absence, the Hospital will attempt to provide the necessary coverage.
- M.07 A job sharer's vacant hours of work resulting from vacation will be the responsibility of the alternate team member.
- M.08 The employees are responsible to each other for attendance at staff meetings, committee meetings, and communication of unit information; i.e. in-service, schedule, memos, etc. Attendance of both team members is encouraged where possible.
- M.09 All job sharers shall be treated as regular part-time employees and be subject to the provisions of the Part-time Collective Agreement, except for scheduling which will be in accordance with the scheduling provisions of the Full-time Collective Agreement.
- M.10 A job sharing position will be scheduled to work by the Hospital to either Christmas holiday or the New Year's holiday. An employee assigned a job sharing position will be expected to determine with her/his partner who will work the Christmas holiday or New Year's holiday. If there is any disagreement of who will work the Christmas holiday or New Year's holiday between an employee assigned a job sharing position and her/his partner, the Hospital will schedule such.
- M.11 Benefits for job sharing are paid in accordance with the policy covering benefits for part-time staff.
- M.12 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. 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 (½) of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

M.13 If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement. Management reserves the right to determine the continuation of this position.

M.14 Either the Hospital or the Association shall have the option of cancelling this agreement after providing the other party with sixty (60) calendar days written notice. The written notice shall include reasons for the change and a copy of this notice shall be forwarded to the Local President. The job sharer(s) will have the option of reverting back to a regular part-time position, should this agreement be cancelled or changed.

ARTICLE N - MODIFIED WORK

N.01 The Hospital will notify the Bargaining Unit President 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.

N.02 When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with a representative of the Ontario Nurses' Association and members of the Local Representative to discuss the circumstances surrounding the employee's return to suitable work.

N.03 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board's Form 7 at the same time as it sent to the Board.

ARTICLE O – MISCELLANEOUS

0.01 Bulletin Boards

The Hospital will provide a locked glassed-in bulletin board with a key to the Association.

0.02 The Hospital will continue to investigate day care arrangements for nurses.

0.03 Parking

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

- (a) Nineteen dollars and thirty-six cents (\$19.36) per pay period for full time;
- (b) Twenty-six cents (\$0.26) per worked hour for part-time.

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

- 0.04 Any error in pay cheques amounting to one (1) shift or more shall be paid within two (2) business days unless waived by the affected nurse.

ARTICLE P – OCCUPATIONAL HEALTH AND SAFETY

P.01 Needle Stick and Sharps Injuries

The Hospital, in consultation with the Joint Health and Safety Committee, shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program should include and address employee training and education with respect to needle stick and sharps injury prevention, and provide for the maintenance of a needle stick/sharps injuries log to detail incidents. The program shall be evaluated annually by the Hospital in consultation with the Joint Health and Safety Committee.

P.02 Musculoskeletal Injury Prevention and Control

- (a) The Hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.
- (b) At least once a year the musculoskeletal prevention and control measures, procedures, practices, and training shall be reviewed and revised in the light of current knowledge and practice.
- (c) The review and revision shall be done more frequently than annually if,
 - i) the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
 - ii) there is a change in circumstances that may affect the health and safety of an employee.
- (d) The Hospital will provide training on musculoskeletal prevention and control measures, procedures and practices and equipment to all employees during a new employee's orientation and thereafter as required.

P.03 Violence in the Workplace

- (a) 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 severe 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.

- (b) The Hospital agrees to develop formalized policies and procedures 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.
- (c) The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
- (d) The Hospital agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) The Hospital, with the nurse's consent, will inform the Union within three (3) days of any nurse who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as possible.
- (f) The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.

SIGNING PAGE

Dated at Barrie, Ontario, this 18 day of September, 2009.

FOR THE EMPLOYER:

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION:

[Signature]
Labour Relations Officer
[Signature]

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

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

Re: Local Coordinator Leave

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

Dated at Barrie, Ontario, this 18 day of September, 2009.

FOR THE EMPLOYER:

FOR THE UNION:

K. Jones

[Signature]

Labour Relations Officer

J. P. Sudge

W. D. Brown

S. Sedma

Kristie Wilkins

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

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

Re: Notification to Unsuccessful Job Applicants

The parties agree that any internal unsuccessful candidates for an ONA job posting will be notified with in two (2) weeks of the decision.

Dated at Barrie, Ontario, this 18 day of September, 2009.

FOR THE EMPLOYER:

FOR THE UNION:

K. Jones

[Signature]
Labour Relations Officer

S. Partridge

W. D. Brown

J. Edgna

Lestie Willekes

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

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

Re: Voluntary Part-Time Benefits – Process for Payment

The Employer agrees to provide part-time nurses with the option of voluntary participation in a group health and welfare benefit program. It is understood and agreed that the part-time nurses who participate will assume the monthly premiums with the carrier.

Dated at Barrie, Ontario, this 18 day of September, 2009.

FOR THE EMPLOYER:

FOR THE UNION:

K. Jones

[Signature]
Labour Relations Officer

A. P. Sledge

W. D. Brown

S. Sedgman

Kristie Willekes

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

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

Re: Retiree Benefits – Process for Payment

Any full-time bargaining unit nurse who retires before 65 and wishes to participate in the benefit plan as outlined in Article 17.01 (h) will provide advance payment of the benefits through post-dated cheques provided on a yearly basis. The retired Full-time bargaining unit nurses would pay 100% of the benefit cost.

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 once a year and each time the benefit costs are renegotiated by the Employer.

Dated at Barrie, Ontario, this 18 day of September, 2009.

FOR THE EMPLOYER:

FOR THE UNION:

K. Brown

[Signature]
Labour Relations Officer

[Signature]

W.D. Brown

[Signature]

[Signature]

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

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

Re: Article 13.04 Weekend Schedule

The parties agree to establish a Weekend Schedule as a posting or on a temporary basis:

1. The hospital will post weekend worker positions in compliance with Article 10.06 (a) and (b) of the Collective Agreement. If a temporary weekend worker position is discontinued the nurse will return to their previously held position.
2. The nurses will be scheduled for two 11.25 h and one 7.5 h shift each week. The 7.5h shift will normally be scheduled on the Friday unless a paid holiday falls on the Monday in which case the 7.5h shift may be scheduled on the holiday. The 7.5 hour shift may be scheduled during the week to meet departmental needs. The schedule may rotate between Days and Nights or be assigned to permanent shifts. The required schedule will be indicated on the posting.
3. For the purposes of vacation scheduling the nurses will not be included in the vacation quotas for the unit.
4. The weekend definition under G.02 (b) will be followed.
5. The hours of work of a weekend worker may be amended by mutual agreement to meet departmental needs or individual requests following the appointment of the successful candidate.

Dated at Barrie, Ontario, this 18 day of September, 2009.

FOR THE EMPLOYER:

H. Jones
A. Partridge
S. Sedem
Justie Willetts

FOR THE UNION:

[Signature]
Labour Relations Officer
W. D. Bran

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

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

Re: Nurses' Lounge

The Hospital agrees to investigate the feasibility of providing a Nurses' Lounge on each unit in the new facility. The Hospital agrees to investigate the feasibility of providing office space for the Association in the new facility at no cost to the Association excluding phone, computer link and finishing costs.

Signed at Barrie, Ontario, this 25th day of August, 1993.

Dated at Barrie, Ontario, this 18 day of September, 2009.

FOR THE EMPLOYER:

FOR THE UNION:

[Signature]

[Signature]

Labour Relations Officer

[Signature]

W. D. Brown

S. Sedgma

[Signature]

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

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

Re: Payment for Bargaining Unit President and Accommodation Representative

The parties agree to provide for the term of the Collective Agreement Paid Union Leave for the Local President under the following conditions:

- (a) The leave is for the Local President and Accommodation Rep and can be delegated to another union executive when either of the above are on leave.
- (b) The maximum paid leave will be twenty (20) (225 hours) extended shifts (11.25 hours) approximately 2.5 per month or 30 shifts (7.5 hours).
- (c) The paid union leave shifts would be scheduled in advance and would coincide as much as possible with scheduled monthly meeting between the Hospital and Association.
- (d) The Local President could give up the equivalent schedule shifts in his/her unit, provided the shifts are requested in advance and approved by his/her manager.
- (e) Union leave for the Local President is paid at straight time at his/her normal hourly rate.

Signed at Barrie, Ontario, this 28th day of September, 2000.

Revised and dated at Barrie, Ontario this 18 day of September, 2009.

FOR THE EMPLOYER:

K. Downes
J. Partridge
J. Selinger
Kristie Willetts

FOR THE UNION:

[Signature] hro
 Labour Relations Officer
W. D. Brown

MEMORANDUM OF SETTLEMENT

Between:

ROYAL VICTORIA HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

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

Re: RNFAs

The Parties agree to the following:

- (a) The Parties agree to establish a new classification within the Bargaining Unit to be known as the Registered Nurse First Assistant.
- (b) The rate of pay for this classification is attached to this agreement in Appendix 3 – Salary Schedules.
- (c) A Nurse assigned the Registered Nurse First Assistant 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.
- (d) Until such time that the Hospital determines a vacant position exists, the work will be equally divided amongst the qualified Operating Room staff as required.
- (e) If it is determined that there is sufficient amount and a routine schedule for RNFA work, the position(s) will be posted in compliance with the Collective Agreement.
- (f) The Parties agree to meet as required to amend or review the Memorandum and its application in the Operating Room.

This Memorandum will be attached to the local appendix of the Collective Agreement.

ATTACHMENT

SPECIAL CIRCUMSTANCE SCHEDULING – ARTICLE 13.05

The Hospital and the Union agree to implement individual special circumstance schedules 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 its 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 or for staff that have extraordinary individual special circumstances.

The parties agree to implement special scheduling arrangements subject to the following terms and conditions:

- (a) All special circumstance arrangements are subject to the approval of the Hospital, the Union and the individual requesting such arrangements.
- (b) The Hospital has the undisputed right to grant an ISC. The Hospital retains the right to limit the number of ISC granted.
- (c) A request for Special Circumstance Scheduling will be submitted in writing to the Hospital and the Union including the individual's reason for such a request and an estimation of the time such arrangement would cover.
- (d) The partners agree that the arrangement applies to an individual and not to a position.
- (e) The nurse will retain full-time status including service and seniority. Pension contributions will be covered by the central document 13.05. The nurse will maintain full benefit covered by E.H.C. – Article 17 of the central agreement. Pension contributions will be based on the nurse's preference in accordance with 13.05, if there is any impact to the nurse's pension, she does so with full knowledge.
- (f) The arrangement will not require the nurse to work more time than thirty-seven and one-half (37½) hours per week nor less than thirty (30) hours per week.
- (g) It is agreed that the ISC Registered Nurse is not entitled to declare their availability for extra available work.
- (h) The schedule of each individual nurse with Special Circumstance requires an automatic evaluation after six (6) months, at which point either party may end the special circumstance agreement.

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

Dated at _____, Ontario, this _____ day of _____, 2006.

FOR THE EMPLOYER

FOR THE UNION

EMPLOYEE:

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Article G-02

The following agreement between the parties will be considered as clarification of Article G-02 of the Collective Agreement and form part of the Collective Agreement as an attached Letter of Understanding.

- (a) If a full time nurse works three (3) consecutive weekends, premium will be paid for the third (3rd) and subsequent weekends.
- (b) If a regular part time nurse is scheduled to work three (3) consecutive weekends, premium will be paid for the third (3rd) and subsequent weekends.
- (c) If a regular part time nurse is scheduled to work every other weekend and offered a shift on the weekend for which he/she is not scheduled and the offer is made during the weekend period then premium will be paid for that shift and would not be paid for the third (3rd) weekend and subsequent weekends.
- (d) If a regular part time nurse is scheduled to work every other weekend and offered a shift on the weekend for which he/she is not scheduled and the offer is made before the weekend period then premium will be paid for the third (3rd) weekend and subsequent weekends.
- (e) For purposes of this agreement the weekend period is defined as the period that commences at 1500 hours on Friday.
- (f) Article G-02 does not apply to casuals.
- (g) This agreement is subject to the exceptions in G-02 (a).

Signed on behalf of the parties at Barrie, Ontario on June 23, 2006.

Renewed at Barrie, Ontario, this 18 day of September, 2009.

FOR THE EMPLOYER:

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION:

[Signature]
 Labour Relations Officer

W. D. Brown

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: The Anesthesia Care Team (ACT)

RVH is embarking on a two year provincially funded pilot project of developing an anesthetic care team (ACT). This team will consist of two (2) .5 FTE Registered Nurses and one (1) FTE Respiratory Technician.

The Registered Nurses who have been offered this program are Allison McLean and Mary Robertson. Additional Registered Nurses have been offered the ability to take the educational component, but are not deemed part of this trial.

In order to move this program forward the parties are agreeing to the following:

- 1) The ACT pilot program will commence May 1, 2007 and continue until the end of December 2009.
- 2) Individuals will be trained by RVH as an Anesthesia Assistant (training will be ongoing for approximately one year), there will be an expectation that the employees stay in the position for the complete two year period.
- 3) The parties acknowledge that the Registered Nurses will remain in the bargaining unit during this two (2) year period and will continue to be covered by the terms and conditions of the collective agreement. Following completion of the assignment, the Registered Nurses may be returned to their former positions.
- 4) There may be other disciplines that will be trained as Anesthesia Assistants during the pilot period.
- 5) The parties agree that without prejudice that the Registered Nurses will be able to work part time as an Anesthesia Assistant and Part time as a Registered Nurse to maintain their full-time status.
- 6) The Registered Nurse will be paid at their current rate of pay until completion of the educational portion of their training.
- 7) When the Registered Nurse is working as an Anesthesia Assistant there will be an understanding that they will have the ability to have flexible scheduling to accommodate the needs of the position. The parties agree without prejudice that Mary Robertson will work part time as an Anesthesia Assistant and part time in the Endo Department effective September

29, 2008 in order to meet the flexible staffing needs under this pilot. This arrangement will cease if there are no shifts available in Endo. Should this occur, Mary will return to her OR position.

8) This Letter of Understanding will be reviewed at the end of pilot period.

Dated at Barrie, Ontario, this 18 day of September, 2009.

FOR THE EMPLOYER:

K. Townes
S. Paulidge
S. Sedgma
Justie Wilkes

FOR THE UNION:

Labour Relations Officer
W.D. Brown

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Recurring Labour Relations Meetings Agenda Items

The parties agree to set the following items as agenda topics for the Labour Relations Meetings to determine changes necessary to the scheduling provisions of the local collective agreement.

- 1) Part-time exchanges of scheduled shifts – the parties will identify issues with granting exchanges.
- 2) Availability Review – the parties will review availability of Casual and Regular part-time nurses at least quarterly.

Dated at Barrie, Ontario, this 19th day of November, 2007.

Renewed at Barrie, Ontario this 19 day of September, 2009.

FOR THE EMPLOYER:

FOR THE UNION:

K. Brown

[Signature]

Labour Relations Officer

S. Partridge

W. D. Brown

S. Sedgwick

Justie Willems

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Flexible Scheduling for Nurse Educators and Nurse Practitioners

All full-time and part-time Nurse Educators and Nurse Practitioners shall be provided the opportunity to alter their normal working day, provided 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 8:30 a.m. to 4:30 p.m. 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 her 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 in advance of a change to the employees' regular schedule through the use of flex-time. Such approval shall not be unreasonably withheld. Flex time must be balanced within four (4) weeks of utilization. The use of flex time shall not result in the payment of any premium or overtime.

Dated at Barrie, Ontario, this 19th day of November, 2007.

Renewed at Barrie, Ontario, this 18 day of September, 2009.

FOR THE EMPLOYER:

K. Jones
S. Poutidge
S. Sedgme
Jessie Willeke

FOR THE UNION:

[Signature]
 Labour Relations Officer
W. D. Braun

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Temporary Vacancies

In order to encourage further cross departmental development of nurses at the Hospital, the parties agree to the following:

- 1) A full time nurse may be considered for full time and part time temporary vacancies.
- 2) A full time nurse who accepts a part time temporary job will have her or his group health and welfare benefits suspended for the duration of the assignment or will have to pay the full monthly premiums.
- 3) A full time nurse who accepts a part time temporary job will have to sign an acknowledgement letter detailing the implications to her or his pension contributions.
- 4) A full time nurse who accepts a temporary job will have to complete the full term of the assignment (unless it is determined during the first sixty tours that she or he cannot satisfactorily perform the job) before returning to her or his full time job. Postings listed with an indeterminate end date will be subject to review every six months.
- 5) A full time nurse need not be considered for a further temporary vacancy for a period of six (6) months from the date of return from her or his temporary assignment.

Dated at Barrie, Ontario, this 19th day of November, 2007.

Renewed at Barrie, Ontario, this 18 day of September, 2009

FOR THE EMPLOYER:

FOR THE UNION:

[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
 Labour Relations Officer

[Signature]

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Supernumerary Positions

The hospital and the union agree that the hospital may schedule newly graduated nurses utilizing the Ministry of Health and Long Term Care's Nursing Graduate Guarantee initiative to work in the Special Care Nursery, Obstetrical Services, Birthing Unit, and Paediatric departments of the hospital.

It is understood that scheduling within these departments does not denote permanent placement in this department.

Dated at Barrie, Ontario, this 18 day of September, 2009.

FOR THE EMPLOYER:

FOR THE UNION:

K. Honnas

[Signature]

Labour Relations Officer

[Signature]

W. D. Brown

[Signature]

Astie Wilkes

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Vacation and Christmas Scheduling

The hospital and the union agree that the issues tabled on vacation and Christmas scheduling will be deferred to a Scheduling Committee to be established under the attached Terms of Reference.

It is agreed that the members of the ONA bargaining unit may express their wish to their manager should they prefer less than six (6) consecutive days off during the Christmas period. It is understood that managers will consider this request in relation to department needs and overall compliance impacts with the scheduling regulations in the local agreement.

Dated at Barrie, Ontario, this 18 day of September, 2009.

FOR THE EMPLOYER:

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION:

[Signature]
 Labour Relations Officer
[Signature]

SCHEDULING COMMITTEE – ONA OPERATING GUIDELINES

Purpose: The Scheduling Committee shall conduct a one-time review of master rotations to ensure compliance with applicable legislated and collective agreement scheduling rules. This ad-hoc sub-committee of HAC is of an advisory capacity and in no way diminishes the rights of management under the Collective Agreement to schedule, or to any other right within the management rights clause.

Expectations/Responsibilities:

- The Committee will operate under the shared understanding of the scheduling guidelines as presented by the Labour Management Committee.
- The Committee shall review all master rotations of ONA members by January 30th, 2009 for compliance with applicable rules and provide a recommendation for letters of understanding where required. Extension of this timeline will be approved upon the authorization of the Labour-Management Committee.
- The Committee shall review Hospital-wide issues brought forward for consideration in relation to summer and Christmas scheduling conflicts and provide recommendations for possible resolution by January 30th, 2009. Extension of this timeline will be approved upon the authorization of the Labour-Management Committee.
- The Committee may be asked to review the success of proposed resolutions and provide that feedback to the Labour-Management Committee for appropriate consideration/decision-making.

Membership:

- ONA President and/or delegate (1)
- ONA Representative (1 FT, 1 PT)
- Staffing Office Coordinator (1)
- Labour Relations/Return to Work Consultant (1)
- Clinical Nurse Manager (1)

Meetings:

- The committee shall meet as required to address issues sent forward by the Labour-Management Committee.
- As a sub-committee of HAC, time spent in meetings at the request of the Labour-Management Committee will be paid time at the regular hourly rate.