

**COLLECTIVE AGREEMENT**

Between:

**SAULT AREA HOSPITAL**  
(hereinafter referred to as "the Hospital")

And:

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

EXPIRY: March 31, 2011

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**APPENDIX 3 - SALARY SCHEDULE****HOURLY RATES****Classification - Registered Nurse**

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

**Classification – Graduate Nurse**

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	26.89	27.69	28.52
1 Year	27.24	28.05	28.90
2 Years	27.65	28.48	29.33
3 Years	28.99	29.86	30.76
4 Years	30.35	31.26	32.19
5 Years	32.03	32.99	33.98
6 Years	33.59	34.59	35.63
7 Years	35.29	36.35	37.44
8 Years	37.81	38.94	40.11
25 Years	38.47	39.63	40.81

**Classification – Program Coordinator/Nurse Clinician Rates**

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	29.05	29.93	30.82
1 Year	29.50	30.38	31.29
2 Years	29.97	30.87	31.80
3 Years	31.44	32.38	33.35
4 Years	32.95	33.94	34.95
5 Years	34.83	35.87	36.95
6 Years	36.65	37.75	38.89
7 Years	38.52	39.68	40.87
8 Years	41.29	42.53	43.80
25 Years	42.01	43.27	44.57

Program Coordinator includes: Primary Care Coordinator, MDS Coordinator, Medical Resource Nurse, Team Coordinator, Primary Nursing Coordinator, Cardiac Care Coordinator, and Oncology District Coordinator, Case Manager, Pain Resource Nurse, Stroke Nurse, District Stroke Nurse Coordinator, Blood Transfusion Coordinator, Vascular Access Resource Nurse, Infection Control Practitioner, Team Coordinator, Patient Care Coordinator, Corporate Nurse Educator and RN – Dialysis Access Coordinator, GEM Nurse

Nurse Clinician includes: Patient/Nurse Educator and Nursing Practice Leader

### **Classification – Clinical Nurse Specialist**

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	30.31	31.22	32.16
1 Year	30.78	31.70	32.65
2 Years	31.26	32.20	33.17
3 Years	32.81	33.80	34.81
4 Years	34.37	35.40	36.47
5 Years	36.32	37.41	38.54
6 Years	38.26	39.41	40.59
7 Years	40.21	41.41	42.65
8 Years	43.09	44.38	45.71
25 Years	43.84	45.16	46.51

### **Classification – RNFA**

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	31.40	32.34	33.31
1 Year	31.85	32.81	33.79
2 Years	32.37	33.34	34.34
3 Years	33.97	34.99	36.04
4 Years	35.60	36.67	37.77
5 Years	37.59	38.72	39.88
6 Years	39.59	40.77	42.00
7 Years	41.62	42.87	44.15
8 Years	44.59	45.93	47.31
25 Years	45.37	46.73	48.13

### **Classification – Nurse Practitioner**

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	46.57	47.96	49.40
1 Year	46.57	47.96	49.40
2 Years	46.57	47.96	49.40
3 Years	46.58	47.97	49.41
4 Years	47.51	48.93	50.40
5 Years	48.57	50.03	51.53
8 Years	48.69	50.15	51.66
25 Years	49.54	51.03	52.56

### APPENDIX 4 - SUPERIOR CONDITIONS

1. In providing the list of nurses from whom dues deductions were made in each month, the Hospital shall also include the following information: the names of those nurses on leaves of absence and of those nurses who have terminated their services that month. In addition to the foregoing, the Hospital will supply the Association with addresses of new employees when they are placed on the check-off list for the first time.

2. Educational Allowance

Special Preparation Bonuses	Per Month (Full-time)	Per Shift (Part-time)
(1) A.C.L.S. Course	\$10.00	0.06
(2) Special Courses or Introduction to Nursing Management or 6 months post-graduate O.R. course	\$15.00	0.09
(3) One year University Diploma	\$40.00	0.25
(4) Bachelor's Degree	\$80.00	0.49
(5) Master's Degree	\$120.00	0.74

These bonuses shall be paid only when, in the judgement of the Hospital, the position of the nurse requires the educational qualifications set out above.

3. Sick Leave Provisions

All registered and graduate nurses in the employ of the Hospital as of October 31, 1981, shall be entitled to the following:

- (1) Sick leave under the former plan was accumulated after the first three (3) months of employment for a maximum of one hundred and twenty (120) days.
- (2) One-half (½) of the unused portion of sick leave, up to a maximum of eighty (80) days shall be paid to each nurse who has five (5) years, or more, seniority on voluntary severance of her employment from the Hospital.

4. Nurses in the employ of the Hospital on October 23, 1981, shall be governed by the following seniority clause:

A nurse on authorized leave of absence for less than three (3) months shall be re-instated in her former position or in a position of equivalent status, on return to work, without loss of seniority.

5. Where a casual part-time nurse works on any of the holidays listed in Article 15.01 of the full-time Agreement, she shall be paid at the rate of time and one-half (1½) her regular straight time hourly rate for all hours worked on such holiday, subject to the application of Article 14.04 regarding hours worked in addition to the full tour.

6. Thessalon Site

Full seniority shall accumulate while on WSIB.

7. Matthews Site

Pursuant to the Inflation Restraint Act the following superior condition is to be continued as part of the compensation Plan and applicable to part-time nurses employed as of October 15, 1982.

Note: Nurses who work on Statutory Holidays are paid at time and one-half at regular straight time hourly rate and a lieu day.

8. Nurse Practitioner/ R.N.E.C. will be entitled to five (5) weeks vacation following one year of continuous full-time service. Thereafter vacation entitlement increases will be in accordance with Article 16. Scheduling of vacation shall be at a time mutually agreed between the Nurse Practitioner/ R.N.E.C. and his/her manager.

**APPENDIX 5 - LOCAL ISSUES**

**ARTICLE A - RECOGNITION**

- A-1           The Hospital recognizes the Association as the Bargaining Agent for registered and graduate nurses employed in a nursing capacity by:
- Sault Area Hospital
- Thessalon Division of the Sault Area Hospital
- Matthews Memorial, Division of the Sault Area Hospital
- Save and except for Nursing Managers, persons above the rank of Nursing Managers and Health Nurses.

**ARTICLE B - MANAGEMENT RIGHTS**

- B-1           The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain fully, with the Hospital except as limited by a provision of this Agreement. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:
- (a)       maintain order, discipline and efficiency;
  - (b)       hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, suspend or otherwise discipline nurses, provided that a claim of discharge or discipline including transfer and demotion without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c)       determine in the interest of efficient operations and highest standards of service, job rating or classification, the hours of work, work assignment, methods of doing the work and the working establishment for any service;
  - (d)       determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
  - (e)       discuss with the Association, make, enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.
- B-2           It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

**ARTICLE C - INTERVIEW FOR NEW EMPLOYEES**

C-1 The Hospital will give an Association representative an opportunity to interview new nurses during the orientation period.

**ARTICLE D - ASSOCIATION REPRESENTATIVES AND COMMITTEES**

D-1 Full-time and part-time nurses under this Agreement will be represented in accordance with the following provisions:

(a) Nurse Representatives

The Hospital acknowledges the right of the Association to appoint or otherwise select one nurse representative for each nursing unit at all Hospital sites.

(b) Negotiating Committee

A Negotiating Committee comprised of not more than six (6) nurses provided there are not more than two (2) nurses from any unit.

(c) Grievance Committee

A Grievance Committee of not more than five (5) nurses.

(d) Hospital-Association Committee

The Hospital-Association Committee will be composed of five (5) nurses appointed by the Association and five (5) members appointed by the Hospital.

(e) Professional Development Committee

A Professional Development Committee will be comprised of not more than four (4). One of these members will be the Bargaining Unit President or designate.

(f) The Local O.N.A. President and the appropriate Hospital Vice President may sit as ex officio on committees noted in b), c) and d) above.

**ARTICLE E - SENIORITY LISTS**

E-1 Seniority lists will be posted semi-annually March 31st and September 30th. Upon the posting of the seniority lists, employees shall have sixty (60) calendar days in which to file complaints and if no complaints are filed, it is deemed that the seniority list as posted is correct.

Such semi-annual seniority lists are posted for information purposes only.

Four (4) weeks prior to the posting of the semi-annual seniority lists, the bargaining unit President will be provided with a copy.

## **ARTICLE F - ASSOCIATION BUSINESS LEAVE**

### **F-1 Association Leave - Local Business**

- (a) In making application for leave of absence for Association business, it is understood that the total leave for all nurses affected shall not exceed 200 days in any calendar year.
- (b) The Association will make a written request for such leave at least two (2) weeks in advance and will be given a written reply within five (5) working days after the request is received.
- (c) Provided prior notice is given, a nurse who has a scheduled day off on a day that she is required to attend an Association function will, if she so requests, be granted an additional day off without pay. The original scheduled day off will be treated as a leave of absence for Association business under Article 11.02 of the Central Agreement. Such change shall be scheduled by the nursing manager at a mutually agreeable time and will not result in premium payment.
- (d) In any area, a request for a leave of absence shall be as follows:
  - i) The first Association Business Leave will automatically be granted.
  - ii) If by chance requests for Association leave involve more than one person, the second or third leave would be granted depending on:
    1. Availability of skilled staff for replacement, and
    2. An understanding by the parties that no more than 2/3 of the regular full-time number of staff in the unit concerned shall be away at any time on any kind of leave.

### **F-2 Association Leave - Provincial Committee**

A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association shall be granted upon request such leave(s) of absence as she may require to fulfil the duties of her position. Reasonable notice shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided elsewhere in this Agreement. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

**F-3      Local Coordinator Leave**

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

Such leave shall be excluded from union leave as outlined in Article F – 1(a).

**ARTICLE G - SICK LEAVE**

G-1      Nurses shall provide the Hospital with a minimum of six (6) hours' notice, where possible, when cancelling a shift due to sickness or other causes, with the exception of the day tour where as much advance notice as possible will be given.

- G-2      (a)      Nurses being off work on sick leave for one (1) to three (3) days shall provide their Unit Manager or designee with at least eight (8) hours notice where possible of intent to return to work.
- (b)      Nurses being off work on sick leave for more than three (3) days shall provide their Unit Manager or designee with at least twenty-four (24) hours' notice where possible of intent to return to work.
- (c)      Nurses off work on sick leave for more than two (2) weeks shall provide their Unit Manager or designee with at least forty-eight (48) hours notice where possible of intent to return to work.
- (d)      The expectation will be that the nurse will notify the staffing office of his/her absence from work. In the case of an infectious or respiratory disease, the nurse will contact the Occupational Health Nurse in addition to contacting the staffing office.

**ARTICLE H - PAID HOLIDAYS**

H-1      The following holidays are the paid holidays referred to in Article 15 of the Agreement:

New Year's Day	August Civic Holiday
3rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Second Monday in June	Christmas Day
Canada Day - July 1	Boxing Day

- H-2      (i)      Lieu days off shall be scheduled at a mutually agreeable time to be taken thirty (30) days before or ninety (90) days after being earned in accordance with Article K-10.
- (ii)      Failure of the nurse to request the Lieu Day ninety (90) days after being earned will result in the Unit Manager pre-scheduling said Lieu Day.

- (iii) Should the employer be unable to grant the nurse's request as per H-2 (i), the nurse shall carry a stat over beyond the ninety (90) days of being earned.
- H-3 Nurses shall be paid for actual hours worked on a paid holiday.
- H-4 The Hospital will make every reasonable attempt for paid holidays to be shared equally amongst the regular part-time nurses in the same unit.
- H-5 Where a regular part-time nurse is scheduled to work a weekend when a paid holiday occurs on the Friday or Monday she will also be scheduled to work the holiday where it is available for part-time replacement. This clause is exclusive of Christmas Day, Boxing Day and New Year's Day.
- H-6 A part-time nurse scheduled off on a holiday weekend shall have the paid holiday included with her weekend off.

### **ARTICLE I - VACATIONS**

- I-1 (a) The cut off date for determining vacation entitlement is January 1 in any year.
- (b) A Regular Part-time nurse is entitled to vacation time based on length of employment, as of January 1st in any year. The amount of time off will be the same as that of a Full-time nurse with the equivalent employment time. A regular Part-time nurse may utilize accumulated vacation bank to maintain salary during vacation period.
- A nurse will request in writing two weeks prior to taking approved vacation, an amount of monies from her vacation bank for the purpose of income while on vacation.
- Remaining vacation accrual in the nurse's vacation bank shall be paid out at the end of the calendar year on the first full pay period in January.
- I-2 (a) Vacation will not be allotted for the calendar week in which Christmas Day occurs, or for the calendar week in which New Year's Day occurs.
- (b) When the Hospital institutes a reduction of service in any department that affects staffing patterns, nurses in the affected department will be able to commonly share this time by utilizing remaining vacation days if they so desire as is the present practice.
- (c) i) For the vacation time period of the calendar week containing New Year's Day to May 31<sup>st</sup>, the vacation list will be posted on the 3<sup>rd</sup> Monday of October to the 3<sup>rd</sup> Monday of November. The approved vacation list will be reposted by the Manager by the first Monday following December 1<sup>st</sup>.
- ii) For the vacation time period of June 1<sup>st</sup> to the week previous to the Christmas Day, the vacation list will be posted on the 1<sup>st</sup>

Monday following January 1<sup>st</sup> to the first Monday following March 1<sup>st</sup>. The approved vacation list will be reposted by the Manager by the first Monday following March 15<sup>th</sup>.

iii) Nurses shall be allowed to have a total of 37.5 hours of vacation time held outstanding for the purpose of I-2 (h) following the first Monday of March 1<sup>st</sup>. These hours must be taken prior to the calendar week in which Christmas Day occurs.

(d) The posted vacation list will contain the following information.

i) Names of nurses in order of seniority beginning with the most senior.

ii) The hours of vacation to which each nurse is entitled in accordance with article 16 will appear on the October schedule.

iii) The number of nurses that will be allowed off (both full-time and part-time) at one time during the posted period(s) will be determined by the unit manager.

iv) The time frame that each nurse has to select his/her vacation according to his/her seniority.

The selection time frame will differ on each unit as the number of nurses (full-time and part-time) vary on each unit. The intent is to have a fair equitable approach for all nurses selecting vacation. No single nurse shall hold up the vacation selection process. Within the time frames of selecting vacation, the most senior nurse will select first and the most junior nurse will select last. The formula for each nurse to select vacation will be: number of nurses selecting divided by the number of days for which the request time is posted.

(e) Nurses will exercise their seniority rights when booking vacation.

(f) i) Vacation lists for full-time will be separate and distinct from part-time and pertain to bargaining unit nurses only.

ii) In exercising this right nurses may only choose two (2) weeks during prime time that being defined as June 1st, to September 15th unless other arrangements are made between the Unit Manager and the nurse.

iii) Under these conditions should prime time be left open the additional weeks will be available to nurses who do not have two (2) weeks vacation during prime time on a seniority basis.

(g) i) If a nurse should require a cancellation of booked vacation, she/he will be entitled to do so providing that he/she has given written notice to the Unit Manager prior to the unit schedule being posted.

- ii) Only for an extenuating circumstance shall a nurse be allowed to cancel his/her approved vacation once the unit schedule is posted, such request will not be unreasonably denied. Article 16.05 shall apply. In the event that this occurs, the Hospital is under no obligation to reinstate the previously scheduled shifts and the nurse will not be entitled to exercise bumping rights nor shall she/he be allowed to displace another nurse from his /her approved vacation.
  - iii) In the event that a nurse cancels approved vacation after the completion of the vacation booking process the Hospital is under no obligation to offer the available vacation to other nurses.
  - (h) Where possible, the Hospital shall endeavour to grant single vacation day requests.
  - (i) Where there are extenuating circumstances, a nurse may request from the Chief Operating Officer or designate the opportunity to carry over up to five (5) days of vacation to the next vacation year.
- I-3 Vacation monies owing as a result of 16.06 of the central agreement will be paid on the second pay cheque in February following the end of the vacation year.
- I-4 A full-time nurse's vacation pay and pay for time worked shall be available to the nurse on the last day to be worked previous to vacation time, provided that the nurse submits in writing to the Unit Manager a request for vacation pay two (2) weeks prior to vacation time.
- I-5 Pre-approved vacation will be counted towards commitment at the time of initial posting, based on seniority and the number of hours available. For example, if the nurse was to have four (4) shifts over four weeks and takes one-week vacation, then the one-week of vacation would be counted as one shift. If the nurse takes two weeks vacation, then the vacation would be counted as two shifts. Less than one week of vacation will not be counted toward commitment.

## **ARTICLE J - HOURS OF WORK**

- J-1 The Hospital operates 24 hours per day, seven days a week.
- J-2 Day shift is recognized as the first shift of the day.
- J-3 The Hospital shall continue its current scheduling practice relative to rest periods.
- J-4 If requested by the nurse, the Hospital shall allow the practice of time off with pay in lieu of overtime payment. Unless mutually agreed to do otherwise, such hours will be taken within three pay periods of occurrence or during booked unit closures.

**ARTICLE K - SCHEDULING REGULATIONS**

- K-1
- (a) For the purposes of Article K predetermined shall mean the original posted schedule.
  - (b) The parties agree to establish Master (cyclic) Rotations consisting of 1950 hours per year.
  - (c) Nursing schedules will be posted two (2) weeks in advance of the expiration of the posted schedule and shall cover an eight (8) week period.
  - (d) Request for Tour Changes

A nurse must give the Hospital, in writing, at least 24 hours notice of intent to exchange a shift together with an undertaking signed by the nurse willing to accept such exchange. Shift exchanges involving one or more part-time nurse(s) must be exchanged within the same four (4) week period. Shift exchanges involving extended tours and 7.5 hour tours may be allowed. Nurses may be allowed to exchange 12 hour tours resulting in a 2D/2N schedule. Shift exchanges, including shifts offered following the shift exchange will not result in premium payment and is subject to the approval of the Hospital.

Three eight (8) hour shifts may be traded for two (2) twelve (12) hour shifts.

Partial tours may be traded for partial tours (e.g. four (4) hours for four (4) hours, minimum hours to be traded). Partial tour exchanges may be denied due to continuity of patient care.
  - (e) Time Off at Christmas or New Year's
    - i) It is understood it may be necessary to waive the master rotation between December 15 to January 15.
    - ii) The Hospital will endeavour to provide a minimum of five (5) consecutive days off either at Christmas or New Years. For the purpose of this article, "Christmas" shall be defined as December 24, 25, and 26 and "New Year's" shall be defined as December 31 and January 1.
    - iii) The hospital will endeavour to alternate time off between Christmas and New Years from year to year based on the previous years predetermined schedule.
    - iv) The Christmas schedule will be posted by November 15<sup>th</sup>.
    - v) K-1 (c) will not be waived

- (f) An agreement by a nurse to do additional tours or change tours as requested by the Hospital is not to be construed to be a waiver of premium pay where applicable.
- (g) A nurse on permanent evening or night shift will twice a year spend two (2) weeks on day shift at a mutually agreeable time. These intervals will be at least three to four months apart.
- (h) The Hospital shall endeavour to equally distribute standby duty amongst nurses who normally perform such duty, on a rotating basis.
- (i) A tour of duty may only be scheduled with the hours of work running consecutively.
- (j) The Hospital shall endeavour to equitably distribute standby duty for paid holidays and long weekends on a rotating basis.
- (k) Casual nurses shall not be pre-booked unless there are no regular part-time nurses available at straight time.
- (l) Reassignment shall be in reverse order of seniority of qualified nurses.

K-2 The casual part-time nurse will be called for extra and uncovered shifts in accordance with Article K-1 (k) on the basis of seniority, until the casual nurse has the number of tours she wishes or is in an overtime position.

K-3 7½ Hour Tours

- (a) A nurse will not be scheduled to work more than seven (7) consecutive days without receiving two (2) consecutive days off or premium payment shall be paid.
- (b)
  - i) A full-time nurse shall not be required to commence work within 16 hours of completing a scheduled tour or premium payment shall be paid.
  - ii) A part-time nurse shall not be required to commence work within 12 hours of completing a scheduled tour or premium payment shall be paid.
- (c) A full-time nurse who normally rotates on shifts shall not be scheduled to work more than two (2) consecutive weeks on any one shift without her consent.
- (d) At least fifty percent (50%) of the full-time nurse's tours shall be on the day shift.
- (e) Weekends Off
  - i) The Hospital will grant at least every second weekend off.

- ii) A Full-Time nurse will receive premium pay as outlined in the contract for all hours worked on a second consecutive and subsequent consecutive weekend, save and except where:
  - 1) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - 2) such nurse has submitted in advance to the Unit Manager a request for weekend work only and such request has prior approval of the Unit Manager. The request will also contain the duration of the weekend work.
  - 3) such weekend is worked as the result of an exchange of shifts with another nurse.
- iii) A Part-Time nurse will receive premium pay as outlined in the contract for all hours worked on a second consecutive weekend save and except where:
  - 1) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - 2) such nurse has submitted in advance to the Unit Manager a request for weekend work only and such request has prior approval of the Unit Manager. The request will also contain the duration of the weekend work.
  - 3) such weekend is worked as the result of an exchange of shifts with another nurse.
- iv) In the event that a casual part-time nurse is called in for weekend work due to the unavailability of part-time staff at a straight time hourly rate, such weekends will not be subject to premium pay save and except the fourth consecutive weekend worked.
- v) Definition of a Weekend Off

A weekend off is defined as at least fifty-six (56) consecutive hours off work from the completion of the Friday shift until the beginning of the Monday day shift.

K-4

11.25 Hour Tours

(a) Introduction

Extended tours shall be introduced into any unit when:

- i) sixty percent (60%) of the nurses in the unit so indicate by secret ballot; conducted by the Union and

- ii) the Hospital agrees to implement extended tours. Such agreement shall not be withheld in an unreasonable or arbitrary manner.

(b) Discontinuation

Extended tours may be discontinued in any unit when:

- i) sixty percent (60%) of the nurses in the unit indicate by secret ballot; conducted by the Union or
- ii) the Hospital, because of:
  - 1) adverse effects on patient care,
  - 2) inability to provide a workable staffing schedule,
  - 3) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue the extended tours in the schedule.
- iii) When notice of discontinuation is given by either the Association or the hospital in accordance with paragraph (b) above, then
  - 1) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - 2) 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.

- (c) Nurses shall not be required to work more than three (3) consecutive tours or two (2) extended day tours followed by two (2) extended night tours (Day, Day, Night, Night) or premium payment shall be paid. After three (3) consecutive tours or two (2) extended day tours followed by two (2) extended night tours (Day, Day, Night, Night) nurses shall have at least two (2) days off in a row or premium payment shall be paid.

- (d) The introduction of 2D/2N (Day, Day, Night, Night) into a schedule will be implemented when sixty percent (60%) of the unit staff vote in favour by secret ballot conducted by the Union.

(e) Weekends Off

- i) Nurses shall have every second weekend off.
- ii) A Full-Time nurse will receive premium pay as outlined in the contract for all hours worked on a second consecutive and subsequent consecutive weekend, save and except where:
  - 1) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or

- 2) such nurse has submitted in advance to the Unit Manager a request for weekend work only and such request has prior approval of the Unit Manager. The request will also contain the duration of the weekend work.
  - 3) such weekend is worked as the result of an exchange of shifts with another nurse.
- iii) A Part-Time nurse will receive premium pay as outlined in the contract for all hours worked on a second consecutive weekend save and except where:
- 1) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - 2) such nurse has submitted in advance to the Unit Manager a request for weekend work only and such request has prior approval of the Unit Manager. The request will also contain the duration of the weekend work.
  - 3) such weekend is worked as the result of an exchange of shifts with another nurse.
  - 4) In the event that a casual nurse is called in for weekend work due to the unavailability of part-time staff at the straight time hourly rate, such weekends will not be subject to premium pay save and except the fourth consecutive weekend worked.

iv) Definition of a Weekend Off

A weekend off is defined as at least fifty-six (56) hours consecutive hours off work from the completion of the Friday day shift until the beginning of the Monday day shift.

- (f) At least fifty percent (50%) of a full-time nurse's tours will be day tours or premium payment shall be paid.
- (g) A nurse shall not be required to commence work within twelve (12) hours of completing a scheduled tour or premium payment shall be paid on the next tour she is required to work.
- (h) On the predetermined schedule the Hospital will schedule nurses with forty-eight (48) hours off after two (2) or more night shifts or premium pay shall be paid.

K-5

Four-Hour Tours

No part-time nurse will be required to work four (4) hour tours without their consent.

- K-6 Where the hospital or a nurse wishes to work shifts other than those outlined in Article 13, the parties will endeavour to agree on the terms to be negotiated, including implementation, trial period and discontinuation.
- K-7 A regular part-time nurse must agree to work a pre-determined schedule and her commitment will include:
- (a) to be available to work twelve (12) months a year, subject to the vacation language outlined in the Collective Agreement.
  - (b)
    - i) a part-time nurse can be scheduled for up to twelve (12) - 7.5 hour tours or eight (8) 11.25-hour tours or the equivalent per four (4) week period.
    - ii) notwithstanding that the commitment is over a four (4) week period the employer will endeavour to schedule up to forty-five (45) hours per pay period on the posted schedule unless it is necessary to do otherwise in order to meet the nurse's commitment.
  - (c) to be available to work every second weekend
  - (d) to be available to work three (3) shifts (ie: days, evenings, nights)
  - (e) to be available to work four (4) statutory holidays in one year, in addition to Christmas or New Year.
  - (f) An exchange of tours will be allowed within the four (4) week commitment period.

For the purpose of the above, pre-determined is understood to mean booked on the posted schedule.

- K-8
- (a) All available part-time day tours shall be equally distributed when an eight (8) week schedule is posted. However, if Saturday and Sunday day tours are available, there will be no obligation to assign the days to more than one (1) nurse provided that:
    - i) no individual nurse exceeds her commitment when, as a result, there is any nurse who has not reached commitment.
    - ii) day tours on a Saturday/Sunday of a weekend will be scheduled by rotation based on seniority.
  - (b) The Hospital shall assign available shifts, on an equitable basis, to regular part-time nurses up to their commitment on the posted scheduled on each unit.
  - (c) If weekend tours are available, there will be no obligation to assign the tours to more than one nurse. If as a result of assigning the weekend tours to one nurse, the nurse will exceed the number of tours under equal

distribution, the most senior part-time nurse will be assigned to those tours. As much as possible, weekend tours will be equally distributed.

For purposes of this Article, a weekend tour will be defined in Article K-2 (e) iv and K-3 (e) iv.

- (d) Should there be a unit that part-time nurses are not prescheduled to commitment, all extra and uncovered shifts will be offered to the regular part-time nurses based on seniority and commitment. Once all regular part-time nurses have reached commitment, the employer may re-assign a Float Pool nurse.
- (e) Should the employer not re-assign a Float Pool nurse to the unit's extra and uncovered shift, after all regular part-time nurses have had the opportunity to be scheduled to commitment, the extra shift(s) may be offered to regular part-time nurses on the basis of seniority until the senior regular part-time nurse has the number of tours she wishes or is in a overtime position. The remaining available tours will be offered to the next senior regular part-time nurse in the same manner and so on.
- (f) Where no regular part-time nurse is willing to perform the available work, the tour will be offered to casual part-time nurses.
- (g) All shifts worked will be counted towards the part-time nurse's commitment, with the exception of settlement of grievances by mutual agreement.
- (h) When a part-time nurse calls in sick, that sick call will not count towards his/her commitment.

K-9 In the event of cancellation/layoff, the most junior nurse on that shift is affected.

K-10 If all available nurses will incur premium for a given shift, then the shift will be offered by seniority to the nurse who will incur the least premium (wage is not a factor in the determining of premium), whether that nurse is full-time, or part-time. If all available nurses incur equal premium then the shift will be offered the part-time nurses in accordance to article K7, then the full-time nurse according to seniority.

K-11 Lieu day requests (Stat/Vacation/Time Back) will be forwarded to the Nurse Manager or delegate in writing two (2) weeks prior to the posting of the eight (8) week schedule whenever possible. If the nurse manager or delegate is unable to grant the lieu day, the manager or delegate will notify the member in a timely manner.

Please Note: Lieu Day requests will take precedent over unapproved Leave of Absence requests.

K-12 Leave of Absence requests are approved by the nurse manager and will not incur premium.

- (a) Pre-submitted Leave of Absence requests with the earliest date of submission will be given first consideration.
- (b) Leave of Absence's will be offered on a seniority basis.

K-13 If acuity changes, the manager will offer the option of a Leave of Absence as follows:

- (a) Premium nurse
- (b) Pre-submitted request
- (c) Most senior full-time nurse downward to most junior full-time nurse.
- (d) Most senior part-time nurse downward to most junior part-time nurse.

K-14 Relief Period/Breaks

Should a nurse miss her entitled relief period/break, said missed relief period/break can be attached to the next relief period/break. Should a nurse not be able to attach a missed relief period/break to his/her next relief period/break, said nurse shall be paid in accordance with Article 13.01 (d).

K-15 Self-Scheduling

- (a) Self-scheduling will be introduced into any unit when:
  - i) ninety percent (90%) of the nurses in the unit so indicated by secret ballot. The secret ballot vote will be conducted by the Association and reported to the Unit Manager; and
  - ii) the Hospital agrees to implement self-scheduling.
- (b) Self-scheduling shall be guided by the following principles:
  - i) Employees participating in self-scheduling will be responsible for scheduling their paid holidays and lieu days.
  - ii) The Unit Manager will review and approve the schedules to ensure that adequate coverage is maintained. Such approval will not be unreasonably withheld.
  - iii) All other provisions of the collective agreement shall apply to the self-scheduling nurse.
  - iv) A subsequent vote will not be repeated unless six (6) months has elapsed from the date of the initial vote.
  - v) Self-scheduling introduced on any unit must continue for a minimum of six (6) months before another vote can be taken.
- (c) Self-scheduling may be discontinued in any unit when:

- i) Seventy-five percent (75%) of the nurses in the unit so indicate by secret ballot; or
- ii) If, at any point, the Hospital because of:
  - A) adverse effect on patient care, or
  - B) inability to provide a workable staffing schedule or
  - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (d) When notice of discontinuation is given by either party, in accordance with (c) above, then:
  - i) the parties will meet within two (2) weeks of the notice to review the discontinuation; and
  - ii) Where it is determined that self-scheduling will be discontinued, affected nurses will be given thirty (30) days notice and the schedules will not be amended until the beginning of the next posted schedule after the notice period.

K-16

Hybrid Schedule

- (a) Nurses shall not be required to work a combination of consecutive 7.5 and 11.25 hour tours that exceeds 52.5 hours or premium pay will be paid for any additional hours.
- (b) Following the 52.5 hours, nurses will have forty-eight (48) hours off or premium pay will be paid.

K-17

Standby

- (a) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit and/or any significant changes in unit standby scheduling practices.
- (b) The Hospital shall endeavour to schedule standby assignments equitably, amongst nurses in any unit utilizing standby on a rotating basis.
- (c) Standby shall be assigned on the schedule at the time of posting.
- (d) A full-time and part-time nurse will not be scheduled for standby on a scheduled weekend off or on a scheduled day off for full-time only.
- (e) Nurses scheduled for standby shall be provided with beepers paid by the Hospital.
- (f) Standby for full-time nurses will only be attached to a pre-scheduled evening tour and shall only be for a maximum of 8 hours.

- (g) Standby for part-time nurses will either be attached to a pre-scheduled evening tour and shall only be for a maximum of 8 hours or will only be pre-scheduled as a 12 hour standby tour, attached to no other pre-scheduled tour.
- (h) The Hospital shall endeavour to equitably distribute standby duty for paid holidays and long weekends on a rotating basis.
- (i) When a nurse is called in from standby the hospital will not require the nurse to return to regular duties without at least 8 hours of time off. Where such time off extends into the nurse's next regular scheduled shift she or he will maintain his or her regular earning, seniority & service for that full shift.
- (j) Where a nurse receives a "work" telephone call while on standby she or he shall be paid premium pay for the actual time of the call(s) to the next increment of ¼ hour.

K-18

10-Hour Tours

- (a) The Hospital will agree to implement a rotation of ten (10) hour tours in a Unit when:
  - i) Sixty percent (60%) of the nurses in the Unit so indicated by secret ballot, conducted by the Union; and
  - ii) The Hospital and the Association agree to implement the ten (10) hour rotation. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) The ten (10) hour tours may be discontinued in the Unit(s) when sixty percent (60%) of the nurses in the Unit so indicated by secret ballot, conducted by the Union.

When notice of discontinuation is given by either party in accordance with the above, then:

- i) the parties shall meet within two (2) weeks of giving notice to review the request for the discontinuation; and
  - ii) when it is determined that the ten (10) hour tour will be discontinued, affected nurses shall be given six (6) weeks' notice before the schedules are so amended.
- (c) Hours of Work
    - i) For nurses working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of the thirty-seven and one-half (37½) minutes unpaid meal time.

- ii) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37½) minutes.
- iii) At least fifty percent (50%) of the full time nurse's tours shall be on the day shift.

(d) Paid Holidays

- i) A nurse working the ten (10) hour tour shall be paid as per Article 15, noting that nurse is working ten (10) hours shall receive twelve (12) days off to consist of seven and one-half (7.5) hours each.
- ii) It is understood that full-time nurses working in the pre- and post-partum clinic and the combined care unit shall be scheduled to work 1950 hours in a year.

(e) Vacations

Vacation entitlement for nurses working ten (10) hour tours shall be converted as follows:

Current Week Entitlement	Working Days Off	Equivalent Paid Hours
3	12	112.5
4	16	150.0
5	20	187.5
6	24	225.0
7	28	262.5

(f) Scheduling Objectives

The following scheduling objectives contained in the Collective Agreement shall apply to all nurses working ten (10) hour tours as follows:

- i) Nurses shall not be scheduled to work more than four (4) consecutive 9.375-hour tours. Should a nurse work more than four (4) consecutive tours, she shall be paid in accordance with Article 14.03 for all hours worked on the fifth (5th) and subsequent tours until time off is scheduled.
- ii) At least 14.625 hours time off will be scheduled between tours.
- iii) Every second (2nd) weekend will be scheduled off unless otherwise agreed upon between the Hospital and the individual nurse.

A nurse will receive premium pay in accordance with Article 14.03 for all hours worked on a second (2nd) consecutive weekend and subsequent weekend save and except where:

- A) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - B) such nurse has submitted in advance to the Unit Manager a request for weekend work only and such request has prior approval of the Unit Manager. The request will also contain the duration of the weekend work; or
  - C) such weekend is worked as a result of an exchange of shifts with another nurse.
- iv) Master schedules will be posted two (2) weeks in advance for an eight (8) week period.
  - v) It is understood that it may be necessary to waive the master rotation between December 15 and January 15. The Hospital will endeavour to provide a minimum of five (5) consecutive days off either at Christmas or New Years. Christmas shall be defined as December 24, 25, 26 and New Years' shall be defined as December 31 and January 1.
  - vi) A nurse must give the Hospital in writing at least twenty-four (24) hours notice of intent to exchange a shift together with an undertaking signed by the nurse willing to accept such exchange. Such exchange in tours will not result in premium payment and is subject to the approval of the Hospital.

K-19

Shift Distribution Errors

- (a) Where a nurse is not called in for a tour in accordance with the collective agreement, has been disadvantaged by such action and does not have an opportunity to become aware of the scheduling error prior to the missed shift being worked, the unit manager will proceed as follows:
  - i) Schedule on the subsequent time sheet one "extra" shift. For the purpose of this agreement, an "extra" shift is defined as a shift, which is in addition to the shifts scheduled to provide the regular staffing complement and will not be counted towards the nurse's commitment.
  - ii) Such shift will be in addition to the nurse's regular schedule.
  - iii) For part-time nurses, scheduling of the extra shift will be mutually agreed and scheduled before the expiration of the next posted schedule. The tour will be paid at the straight-time hourly rate or the applicable over-time rate if the shift missed was at premium.
  - iv) For full-time nurses, scheduling of the extra shift will be mutually agreed upon by the unit manager and the nurse and the tour will be paid at the premium rate (1.5 times the regular hourly rate).

- v) When a nurse is scheduled to work an extra shift and a staffing deficiency subsequently arises for that shift which requires a replacement, the Hospital will replace that available shift according to Article K-7, unless that deficiency is a result of a sick call or request for unpaid leave of absence that occurs less than twenty-four (24) hours prior to the beginning of the extra shift.
  - vi) Notwithstanding (v) above, the Hospital may also follow its usual practice in reassigning an available nurse, including but not necessarily the extra nurse, providing that the nurse is qualified to perform the available work.
- (b) Where a nurse is not called in for a tour in accordance with the collective agreement, and subsequently has the opportunity to become aware of the error, such nurse must then notify the staffing office, her/his Unit Manager or designate of the error. Once the error is confirmed, the nurse who was entitled to the shift will be scheduled for the shift. The part-time nurse who was booked in error may be cancelled and exercise her/his rights according to Article 10.08 or 14.12 (b). A full-time nurse who was booked in error may be cancelled and will be paid time and one half her/his regular rate of pay for her/his next booked shift according to Article 14.12 (a).

For the purpose of this agreement, "opportunity" is defined as the nurse's first shift at work after the scheduling error has been made, but prior to the shift in question being worked. Moreover, should the nurse fail to notify the manager/hospital supervisor at her/his first opportunity, then that nurse forfeits any claim to the missed shift.

K-20

Payment Bargaining Unit President

It may become necessary for the Hospital management to meet with the Bargaining Unit President to discuss matters arising out of the administration of the collective agreement as well as other labour-management issues.

- (a) Where the Hospital requests such meetings and the meetings are scheduled outside of the President's scheduled hours of work, then the Hospital will compensate the President for time spent at such meetings. Such compensation shall be in the form of payment at the President's straight-time hourly rate. Such payment, however, shall not exceed a cumulative total of fifteen (15) hours per month.
- (b) To qualify for such payment, the President will submit at the end of each month, a record of the times and dates of these meetings to the Manager, Human Resources. Payment will be issued on the President's next payroll cheque, subject to all applicable taxes.
- (c) Notwithstanding the above, the President may, at the time of submitting the monthly record, request time off in lieu of payment. Such request will be considered by the Manager, Human Resources and the President's Unit Manager. If approved, then the Unit Manager and the President will mutually agree on when the time will be taken.

K-21 Where a nurse is required to work beyond his or her regular scheduled shift or is required to return to work under Article 13.01 or 13.02 the nurse will not be required to return to regular duties without at least 8-hours of time off. Where such time off extends into the nurse's next regular scheduled shift she or he will maintain his or her regular earning, seniority and service for that full shift.

Should a nurse elect not to report in for her next regularly scheduled shift after eight (8) hours of time off she forfeits her entitlement to earnings, seniority and service for that shift.

K-22 Weekend Worker

The Association and the Hospital agree to implement unit weekend schedules according to Article 13.04 of the Collective Agreement.

1. The creation of weekend worker positions will not result in the long-term layoff of any full-time or regular part-time Registered Nurse. The weekend worker position will be posted and filled in accordance with collective agreement article 10.07 (a) (i) and (d).
2. Introduction:
  - (a) Position(s) resulting from a vacancy of a Weekend Worker, will be filled in accordance with article 10.07(d).
  - (b) A full-time nurse may request a temporary change in status to weekend worker for a designated period of time. Such requests shall not be unreasonably denied. The vacant original line will not be posted as it is not considered a vacancy according to 10.07 (a) (i).
  - (c) Changes to the Unit's Master rotation as the result of weekend worker positions shall be mutually agreed to by the parties.
3. Discontinuation:
  - (a) Either party may discontinue the unit weekend schedule with 60 days notice. Nurses who were successful through the posting process of a weekend worker position shall exercise their bumping rights under the Collective Agreement. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary.
  - (b) The nurse who has changed her status under Introduction -2 (b), will provide 60 days notice to the Hospital and the Local Association on her intent to revert back to her former full-time status. The unit schedule will not be amended until the beginning of the next posted schedule after the notice period is served. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary.

4. Paid Holiday Bank:
  - (a) When a full-time nurse changes status to a weekend worker, said nurse's paid holidays earned according to H-1, but not yet taken will be transferred to her paid holiday bank to be utilized in accordance with Article 13.04 (b) (c) (d) (i).
  - (b) Should the Weekend Worker revert back to regular full-time status, any earned paid holiday in the paid holiday bank will transfer with the nurse's move to regular full-time status.
  
5. Vacation:
  - (a) Nurses will request their vacation in accordance with Article I of the Local Issues.
  - (b) When a full-time nurse changes status to a weekend worker, said nurse's vacation earned but not yet taken will be transferred to her vacation bank to be utilized in accordance with Article 13.04.
  - (c) Should the Weekend Worker revert back to regular full-time status, any earned vacation will transfer with the nurse's move to regular full-time status.
  
6. Christmas Period:
  - (a) As per Article K-1 (e) (ii) the Hospital will endeavour to schedule five (5) consecutive days off during the Christmas and New Years period. The Hospital will allow the nurse to utilize holiday bank for income replacement during the Christmas/New Years period.
  
7. Miscellaneous:
  - (a) Weekend Workers shall be scheduled for on call as per unit practice.
  - (b) Part-time nurses who are successful to temporary full-time positions will receive in lieu of benefits on 37.5 hours per week.

K-23

Scheduling Committee

- (a) The parties agree to the formation of a Scheduling Committee to discuss and assist in resolving scheduling issues.
- (b) The committee will be comprised of equal representation from the union and management. One union representative shall be the Bargaining Unit President and one management representative shall be the Chief Nursing Officer or designate.
- (c) Terms of Reference will be developed and mutually agreed to by the Committee.

K-24 Definition of a Dayshift

- (a) Day shift will be defined as any shift where the bulk of the hours fall prior to 1500 hours and therefore, could commence any time prior to 1100 hours.
- (b) For the purposes of a single shift lay-off on a day shift, a nurse may displace the least senior nurse whose work she/he is able to perform on a tour that falls within the definition of a day shift, providing that the number of hours is the same and the tour is on the same day as the lay-off.
- (c) Where there is a change in the schedule from one day shift to another day shift commencing at different start times on the same day, the change will not be considered a change in schedule as defined under Article 14.12. If the nurse is advised of the change and unable to accept it due to extenuating circumstances and the Hospital unilaterally changes the start time, premium pay would be applicable if the change is made with insufficient notice as per Article 14.12.

K-25 Definition of an Evening Shift

- (a) The evening shift, for the purposes of scheduling, will be defined as a shift where the majority of the hours fall after 1500 hours. When there is an even distribution of day hours and evening hours in the shift – the shift will be defined as a day shift for the purpose of K-3 (d) and K-4 (f).
- (b) For the purposes of evening shift differential as outlined in Article 14.10 of the Central Collective Agreement, evening shift will be defined as 1500-2300 hours.

K-26 for the purposes of night shift differential as outlined in Article 14.10 of the Central Collective Agreement, night shift will be defined as 2300-0700 hours.

K-27 The following language will apply to the positions of Community Treatment Coordinator, Nurse Patient Educator, Nurse Practitioners/R.N.E.C. (Registered Nurse Extended Class), RN-Dialysis Access Coordinator, Infection Control Practitioner.

- (a) The above noted positions will be compensated on the basis of one thousand nine hundred and fifty (1,950) hours in a calendar year. A normal workweek shall consist of thirty-seven and one half (37.5) hours. This applies to full time positions only.
- (b) Due to the nature of the work of the above noted positions there will be flexible scheduling of hours in accordance with his/her workload. The nurse will adjust his/her schedule to compensate for the variations. Any need for overtime compensation will be discussed with his/her manager.
- (c) Hours worked in excess of one thousand nine hundred and fifty hours (1,950) hours will be taken as time in lieu at the rate of time and one half, at a time mutually agreeable to the nurse and the manager. Should the

nurse be unable, due to workload responsibilities, to utilize time in lieu, arrangements will be made with the manager to address this situation. This may include the payout of time in lieu bank at the appropriate rate.

K-28 The following language applies to the positions of District Stroke Nurse Coordinator, Blood Transfusion Nurse Coordinator and Registered Nurse/Case Manager.

- (a) The above noted positions will be included in the Bargaining Unit. The Hospital maintains the right to determine the appropriate qualifications for the above noted positions. Where the Hospital decides to post for the above noted positions with qualifications other than a Registered Nurse, it is agreed that such a position will not be included in the Bargaining Unit.
- (b) The above noted positions will be compensated on the basis of one thousand nine hundred and fifty (1,950) hours in a calendar year. A normal workweek shall consist of thirty-seven and one half (37.5) hours. This applies to full time positions only.
- (c) Due to the nature of the work of the above noted positions there will be flexible scheduling of hours in accordance with workload. The nurse, will adjust his/ her schedule to compensate for the variations in workload. Any need for overtime compensation will be discussed with the manager.
- (d) Hours worked in excess of one thousand nine hundred and fifty hours (1,950) hours will be taken as time in lieu at the rate of time and one half, at a time mutually agreeable to the nurse, and the manager. Should the nurse be unable, due to workload, to utilize time in lieu, arrangements will be made with the manager to address this situation. This may include the payout of time in lieu bank at the appropriate rate.

## **ARTICLE L - GENERAL**

### **L-1 Bulletin Boards**

- (a) The Association will post on designated bulletin boards notices of appropriate Association affairs and activities signed by a member of the Local Association Executive.
- (b) The Hospital will provide a box on this bulletin board for the purpose of distribution of ONA literature at each site.
- (c) In addition, the Hospital will provide, for the Association's use, a mail box capable of being locked at each site.

### **L-2 Pay Days**

- (a) It is mutually agreed that nurses shall be paid bi-weekly. Regular pay days shall be every second Friday.

- (b) Payment shall be made by deposit to the account of the nurse in a bank or financial institution of the nurse's choice.
- (c) Each nurse on pay day shall receive in a sealed envelope a statement of earnings showing gross earnings, sick leave accumulations, all deductions, net earnings, and vacation bank.
- (d) In the case of an error in the calculation of the employee's statement of earnings, the employer shall, upon request of the nurse, provide the nurse with a makeup cheque no later than three (3) working days following, providing the makeup cheque is equivalent of one or more 7.5 hour tours.
- (e) The Hospital will notify the nurse in advance of any pay adjustment exceeding 7.5 hours. Method for repayment of a payroll error shall be mutually agreed upon between the nurse and management.

L-3 Malpractice and Professional Liability Insurance

The Hospital agrees to maintain Corporation insurance to cover nurses in the event of any legal action brought against the nurse or nurses in the course of employment with the Hospital.

L-4 Parking

In the event the Hospital increases the parking rate to the public, the Hospital shall for the January following the increase, offer staff parking cards with the annual rate established as follows:

Full-Time - public rate x  $66 \frac{2}{3}$  x 200 (rounded to the closest \$5.00)

Part-Time - public rate x  $66 \frac{2}{3}$  x 130 (rounded to the closest \$5.00)

L-5 Full-time workers may apply for temporary full-time vacancies in accordance with Article 10.07 (d). The Hospital reserves the right to consider such applications on an individual basis. Such moves will not be unreasonably denied.

L-6 Notification to Unsuccessful Job Applicants.

The parties agree that any unsuccessful candidate for a ONA job positing will be notified, in writing, within a reasonable period of time of the decision being made.

L-7 Clinical Faculty Work at Sault College – Full-time Nurse(s)

The parties agree that in instances when Full-time nurse(s) are given the opportunity to participate in Clinical Faculty Work at Sault College for a period of not more than one academic year, the following will apply:

- (a) Should a full-time nurse be required to work at Sault College while she is scheduled to work for the Sault Area Hospital, she will be granted the day off and replaced accordingly with her salary kept whole and shall not suffer any loss of seniority, service or benefits.

- (b) If a full-time nurse works for the College on their scheduled day off, the manager and the nurse, will mutually agree to “another” day off within the parameters of the pay period.

#### **ARTICLE M - PRE-PAID LEAVE**

- M-1 (a) The Hospital agrees to approve the application of one (1) full-time and one (1) part-time nurse per unit annually for the Pre-paid Leave Plan in accordance with the conditions of the Central Agreement.
- (b) At any given time, there will be only one (1) full-time and one (1) part-time nurse off per unit on the Pre-paid Leave Plan.

#### **ARTICLE N - JOB SHARING**

- N-1 If the Hospital agrees to a job-sharing agreement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply:
  - (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
  - (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Unit Manager involved.
  - (c) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
  - (d) Each job sharing arrangement will be allowed a trial period of sixty (60) combined shifts for the parties to assess suitability, after which period their arrangement is fixed. After the trial period it is understood that nurses may only exit from a job sharing arrangement either by resignation or by being the successful applicant to a posted vacancy.
  - (e) Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
  - (f) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
  - (g) Coverage:
    - i) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Unit Manager must be notified to

book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

- ii) In the event that one member of the job-sharing arrangement goes on vacation or any leaves of absence, the coverage will be negotiated with the Unit Manager, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
- (h) Additional tours that become available will be offered to Job Sharers only after all regular part-time nurses on that unit have been offered the work.
- (i) Implementation
- i) 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.
  - ii) Any incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
  - iii) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the posted position, the remaining nurse will revert to her former position. If the remaining nurse was previously part-time, then the shared position would revert to a full-time position and be posted according to the Collective Agreement.
- (j) Discontinuation
- i) Either party may discontinue the job-sharing arrangement with ninety (90) days notice.
  - ii) Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

## **ARTICLE O – WORKPLACE SAFETY AND INSURANCE BOARD/L.T.D.**

- O-1
- (a) The Hospital will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D. The Hospital will prepare a list of all nurses who have been placed into permanently accommodated positions. This list will be updated and provided to the Association on a monthly basis.
  - (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 with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

## **ARTICLE P - RETURN TO WORK OF DISABLED WORKERS**

P-1 It may become necessary for the Hospital to meet with the ONA Local Health and Safety Representative to discuss Return to Work Programs and other related matters arising out of the Hospitals' obligation under the Occupational Health and Safety Act.

Where the Hospital requests such meetings and the meetings are scheduled outside of the Health and Safety Representative's scheduled hours of work, then the Hospital will compensate the Representative for time spent at such meetings. Such compensation shall be in the form of payment at the nurse's straight-time hourly rate. Such payment, however, shall not exceed a cumulative total of six (6) hours per month.

The Representative will submit each week, a record of the times and dates of these meetings to his/her Manager. Payment will be issued on the nurse's next payroll cheque, subject to all applicable taxes.

P-2 Return to Work Committee

The Hospital and the Association are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Hospital, and to meeting the parties' responsibilities under the law.

To that end, the Hospital and the Association agree to cooperate in facilitating the return to work of disabled employees.

- (a) A joint Return to Work Committee (RWC) comprised of an equal number of Association and Hospital representatives will be established. One of the Association representatives will be recognized co-chair. The Committee will meet at least four (4) times each year. The Union Member, if she/he attends RWC meetings on their day off, will receive pay at straight time or time in lieu where possible for hours spent in RTW meetings. Such hours are invisible for the purposes of determining premium.
- (b) The Hospital will provide an updated list of information to the (RWC) before each quarterly meeting including the following:
  - i) Nurses absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits.

- ii) Nurses absent from work because of disability who are in receipt of Long Term Disability benefits.
  - iii) Nurses who have been absent from work because of disability for more than twenty-three (23) months.
  - iv) Nurses who are currently on a temporary modified work program.
  - v) Nurses who are currently permanently accommodated in the workplaces.
  - vi) Nurses who require temporary modified work.
  - vii) Nurses who require permanent accommodation in the workplace.
- (c) A disabled nurse who is ready to return to work will provide the Sault Area Hospital Ability Management Department with medical verification of her ability to return to work including information regarding any restrictions.
- (d) When a returning nurse is in need of a permanent accommodation the Hospital will notify the RWC co-chairs and will provide to them the information obtained under (c) above.
- (e) As soon as practicable the co-chairs or their designates will meet with the affected nurse and the manager to create and recommend a return to work plan.
- (f) In creating a return to work plan, the committee and the manager will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to her:
- i) original position
  - ii) original unit
  - iii) original unit/position with modifications to the work area and/or equipment and/or the work arrangement.
  - iv) alternate positions outside the original unit.
- (g) In creating a return to work plan, the committee will consider the nurse's abilities and accommodation needs, and if she is unable to return work in accordance with article (f) above, the committee will identify any positions in the Hospital in which the nurse may be accommodated.
- (h) A nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such a nurse will remain on the list of nurses requiring permanent accommodation provided under article (b) (vii) above.
- (i) The parties recognize that more than one nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases

the parties agree that in complying with articles (f) and (g) and (h) above, they must balance additional factors including in no particular order:

- i) skills, ability, and experience
  - ii) ability to acquire skills
  - iii) path of least disruption in the workplace
  - iv) the principle that more should be done to provide work to someone who otherwise would remain outside the active workforce
  - v) seniority
- (j) When more than one nurse is deemed by the committee to be suitable for a particular position or arrangement, and the factors set out in articles (f), (g), (h) and (i) are relatively equal, seniority shall govern.
- (k) The committee will monitor the status of accommodated nurses and the status of nurses awaiting accommodation.
- (l) The committee will develop and recommend strategies for:
- i) integrating accommodated workers back into the workplace
  - ii) educating nurses about the legal, personal, organizational aspects of returning disabled workers to work
- (m) Alternative Placements
- i) Before posting, the Accommodation Committee will examine all vacancies to determine if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to her home unit in accordance with article (f).
  - ii) If a vacancy is identified as suitable for accommodation purposes, the accommodation will consider:
    - A) whether the unit, after considering all factors including the number of accommodated nurses in the unit, the operational needs of the unit, safety of nurses working in the unit, alternative resources, can reasonably accommodate a nurse.
    - B) whether the posting of the position under the collective agreement between the parties may be waived.
    - C) whether a position outside the bargaining unit may be an appropriate position for accommodating a nurse.

- 1) When the parties agree to a permanent accommodation whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.
- 2) The parties may agree to a written agreement for temporary accommodations of extended duration.
- 3) The home position of a nurse requiring permanent accommodation may be posted under the following circumstances:
  - D) The nurse is permanently accommodated in another position or arrangement.
  - E) The weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future.
  - F) The employer may elect to fill the disabled nurse's home position by posting a temporary to permanent vacancy.
    - 1) In so electing, the position will be filled in accordance with the job posting provisions of the collective agreement.
    - 2) If and when it is confirmed that the disabled nurse cannot return to her original position, the position may be offered to the incumbent on a permanent basis.
    - 3) When a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
  - G) Filling of a disabled nurse's home position does not remove the Hospital's duty to accommodate that nurse.

## **ARTICLE Q – VIOLENCE IN THE WORKPLACE**

- Q-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 severe verbal abuse. The Hospital agrees that such incidents will not be condoned. Any nurse who believes he/she has been subjected to such incidents shall report this to a supervisor who will make every reasonable effort to rectify the situation.

- Q-2 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 situation and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.
- Q-3 The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
- Q-4 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.
- Q-5 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.
- Q-6 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.

**ARTICLE R – MUSCULOSKELETAL INJURY PREVENTION AND CONTROL**

- R-1 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.
- R-2 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.
- R-3 The review and revision shall be done more frequently than annually if:
- (a) the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
  - (b) there is a change in circumstances that may affect the health and safety of an employee.
- R-4 The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and thereafter as required.

**ARTICLE S – NEEDLESTICK/SHARPS SAFETY**

- S-1            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.

**SIGNING PAGE**

SIGNED AT SAULT STE. MARIE, ONTARIO, THIS 9<sup>th</sup> DAY OF OCTOBER, 2009.

FOR THE EMPLOYER

Teresa D'Angelo  
A. Scott  
Robert  
Bertrand  
Maria Morn  
F. D'Angelo

FOR THE UNION

[Signature]  
Labour Relations Officer  
Karen Pirochuk  
[Signature]  
Pamela Mancuso  
[Signature]  
Hurston Murray  
[Signature]  
Jewel Porter

**LETTER OF UNDERSTANDING**

Between:

**ONTARIO NURSES' ASSOCIATION**

And:

**SAULT AREA HOSPITAL**

Re: Composite Positions

The parties agree to the creation of "composite positions" on the following basis:

- 1) The job posting will clearly indicate the Nursing Units in which the full-time hours will be worked.
- 2) The nurse in the composite position will be on a master rotation as required under Article K-1.
- 3) All hours worked by a nurse in a composite position will be distributed and posted between two distinct nursing units.
- 4) All provisions, including scheduling regulations, in the Collective Agreement will apply to the composite position.
- 5) The Nurse in the composite position will be assigned to one unit as her/his home unit for purposes of vacation, layoff, recall or any other provision dealing with seniority rights.
- 6) A "proposed" Composite Position not in accordance with the above will be discussed between the parties.

This Letter of Understanding will be attached to and become part of the Collective Agreement and subsequent Collective Agreements as they are negotiated unless amended through negotiations.

SIGNED AT SAULT STE. MARIE, ONTARIO, THIS 9<sup>th</sup> DAY OF October, 2009.

FOR THE EMPLOYER

Teresa D'Angelo  
B. Scott  
Arute J  
Bertrand  
Messier-Mann  
R. Olwe

FOR THE UNION

Labour Relations Officer  
Debra Singh  
Karen Prochuk  
Lytt  
Pamela Mancuso  
Kerston Ypua  
Marnis  
Jewel Parker

## LETTER OF UNDERSTANDING

Between:

### SAULT AREA HOSPITAL

And:

### ONTARIO NURSES' ASSOCIATION

Re: Generic Float Pool Positions and Program Specific Float Pool Positions - Long Term Care , Medical/Surgical/Overflow/In Patient Oncology and Critical Care Float Pool

Whereas the parties wish to provide a method of creating full-time positions for nurses and require innovative methods to satisfy both staffing needs and recruitment and retention issues;

The parties agree to the following:

- 1) The Collective Agreement shall apply to all aspects of the Float Pool Nurse.
- 2) Float Pool positions will be full-time positions only.
- 3) Float Pool Nurses are "above" the Units/Program baseline staffing complement. In accordance with Article K-1, unit staff will be utilized first at the time of original posted schedule.
- 4) In the event of a long term lay off, the Generic Float Pool positions will be eliminated first, followed by the program specific float pool nurses, prior to any other full-time positions.
- 5) In the event of reassignment, if a Float Pool nurse is pre-assigned\* to a specific unit she/he will be treated as part of the core staff of that unit. If a float pool nurse is not pre-assigned he/she will be reassigned as per Article 10.07 (g)

Where nurses are reassigned to meet patient care needs at the hospital, they will be reassigned to units or areas where they are qualified to perform the available work.

\*The definition of "pre-assigned" shall mean knowing the unit of work prior to reporting to work.

- 6) The Float Pool Nurse who has been pre-assigned will report to his/her assigned unit at the start of his/her scheduled shift.

The Float Pool Nurse who has not been pre-assigned will report to his/her staffing office at the start of his/her scheduled shift for his/her assignment.

- 7) All part-time nurses will be prescheduled to commitment on the original posted schedule. Should there be a unit that part-time nurses are not prescheduled to commitment, all extra and uncovered shifts will be offered to the regular part-time

nurses based on seniority and commitment. Once all regular part-time nurses have reached commitment, the employer may assign a Float Pool nurse that "extra and uncovered shift(s)".

- 8) At the time the Float Pool Position is posted, the job posting will clearly indicate Generic Float Pool or Program Specific Float Pool indicating; Long Term Care, Medical/Surgical/Overflow/In Patient Oncology and Critical Care Float Pool and the hours of work the nurse will be assigned.

Each Float Pool nurse will receive the orientation specific to the applicable unit(s), as mutually agreed to by the nurse and the nurse manager, prior to starting his/her Float Pool position.

- 9) Upon completion of the orientation/familiarization to each area the unit manager or delegate, and the nurse will review the nurse's competency skills checklist. Should there be any outstanding competencies, the nurse and the manager will set realistic time lines for the completion of all competencies.

- 10) The receiving Unit of the Float Pool Nurse will be the Unit responsible for payment of the Float Pool Nurse. Should errors occur pertaining to payment, the Float Pool Nurse will resolve issue with his/her appropriate Staffing Office Nurse Manager as per Article L2 (d).

- 11) The Nurse Manager of the Float Pool will be responsible for allocating vacation entitlement as per Article I. The yearly vacation request list will be specific to each independent Float Pool.

- 12) A meeting will be scheduled between he Parties six (6) months after the commencement of this agreement to review the terms and conditions outlined above. A meeting may be called, by either party, as circumstances warrant, to re-negotiate any necessary changes.

- 13) This letter is attached to and forms part of the Collective Agreement and replaces all previous Letters of Understanding regarding Float Pool Positions

SIGNED AT SAULT STE. MARIE, ONTARIO, THIS 9<sup>th</sup> DAY OF OCTOBER, 2009.

FOR THE EMPLOYER

Jesse D'Angelo  
B. Scott  
Christy St  
Bertrand  
Miriam-Mar  
R. Mc

FOR THE UNION

[Signature]  
 Labour Relations Officer  
[Signature]  
 Karen Pampuk  
Pamela Mancuso  
Geerton M...  
[Signature]  
Jewel Park  
[Signature]

**LETTER OF UNDERSTANDING**

Between:

**ONTARIO NURSES' ASSOCIATION**

And:

**SAULT AREA HOSPITAL**

Re: On Call Sexual Assault Care Centre / Domestic Violence Program

The parties agree without prejudice or precedent to the following:

1. A nurse may not be incumbent to two (2) or more ONA positions, with the exception of the Sexual Assault Care Centre / Domestic Violence (SACC) Program.
2. A nurse may be incumbent to a full-time or part-time position and be incumbent to a casual part-time position within the Sexual Assault Care Centre / Domestic Violence (SACC) Program. It will be understood that if a nurse incumbent to two (2) positions vacates her/his position within the SACC Program, for any reason including the position being deemed redundant, said nurse will continue to be incumbent to the remaining position and deemed not to have been laid off.
3. On call in the SACC Program will be self-scheduled by the Nurse(s) based on their availability.
4. Nurses will self-schedule in the SACC Program with no less than eight (8) hours off following the completion of their last booked shift.
5. Nurses will not self-schedule for "on call" in the SACC Program for the eight (8) hours prior to the commencement of a booked shift.
6. Upon signing this Letter of Understanding, and every time a new nurse is hired within the SACC Program, the Union will be notified in writing of the nurse(s) name and the second nursing unit of said nurse.

SIGNED AT SAULT STE. MARIE, ONTARIO, THIS 9<sup>th</sup> DAY OF OCTOBER, 2009.

FOR THE EMPLOYER

Teresa D'Angelo  
A Scott  
Cristina  
Bertrand  
Messie-Mann  
R. D'Almeida

FOR THE UNION

Labour Relations Officer  
Alena White  
Karen Prochuk  
Michelle  
Pamela Mancuso  
Kerston Yip  
Catherine Jewell  
Jewel Park

**LETTER OF UNDERSTANDING**

Between:

**ONTARIO NURSES' ASSOCIATION**

And:

**SAULT AREA HOSPITAL**

Re: Internship Programs

The parties agree, in accordance with Article 9.09 of the Collective Agreement, to establish internship programs to enhance the personal and professional growth and development of nurses and meet projected nursing shortages:

1. The Hospital agrees to notify the Association, in advance, of the Units where internship programs will be developed and the number of internships proposed. Such notification shall be done using a format agreeable to the parties.
2. The Hospital will post for a period of 7 consecutive calendar days for the number of internships required.
3. Selection will be in accordance with Article 9.09 (c) and 10.07 (c) of the Collective Agreement.

SIGNED AT SAULT STE. MARIE, ONTARIO, THIS 9<sup>th</sup> DAY OF October, 2009.

FOR THE EMPLOYER

Kresa D'Angelo

Scott

Aruta

Bestrand

Messier - Moran

R. Dill

FOR THE UNION

Labour Relations Officer

Heather Huh

Karen Pionchuk

Pamela Mancuso

Kerston Wilson

Stavris

Jewel Parker

**LETTER OF UNDERSTANDING**

Between:

**SAULT AREA HOSPITAL**  
(hereinafter referred to as the 'Hospital')

And:

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

Re: Late Career Initiative

Whereas the Ministry has established the Late Career Initiative to support late career nurses to remain in the workforce by offering opportunities to use their nursing knowledge in alternate roles, the offering of these late career opportunities are agreed to by the parties as follows:

1. The parties will consult prior to any application being made in order to identify work, which could be identified as suitable for purposes of the program, failing which no application will be made. Pursuant to the guidelines, the parties will ensure that front-line nurses are involved in the process prior to any application being made.
2. The late career nurse is required to be 55 (fifty-five) years of age and older.
3. The offer of late career opportunities will be made by filling the identified position with the most senior nurse who has the job experience in the position made available. In the event that the most senior and or any other applicant under the program has no experience in the position identified, the most senior employee will be chosen to fill the position. In the event that the Employer deems that the senior nurse is unsuitable for the position after a training period of three weeks is provided to her, she may be removed and returned to her former position. Any dispute with respect to this provision will be subject to the grievance and arbitration procedure. The onus will be on the Employer to show that the senior nurse does not possess the basic skills to perform the work assigned to her under the program.
4. No nurse will be adversely affected by the implementation of the Late Career Initiative.
5. The collective agreement shall apply when scheduling the late career nurse.
6. The application and implementation or any breach of this letter of understanding will be subject to the grievance and arbitration procedure.

SIGNED AT SAULT STE. MARIE, ONTARIO, THIS 9<sup>th</sup> DAY OF OCTOBER, 2009.

FOR THE EMPLOYER

FOR THE UNION

Kresa Dangel  
B. Scott  
Ante S.  
Bernard  
Miriam Moran  
R. Olwe

[Signature]  
 Labour Relations Officer  
[Signature]  
Karen Pirochuk  
[Signature]  
Pamela Mancuso  
Kerston Myron  
[Signature]  
Jewel Parker

## LETTER OF UNDERSTANDING

Between:

**SAULT AREA HOSPITAL**  
(hereinafter referred to as the 'Hospital')

And:

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

Re: Mentorship Programs

The parties agree, in accordance with Article 9.08(c) of the Collective Agreement, to establish formal mentorship programs to enhance the personal growth and development of a nurse to maximize his/her clinical practice. Such program will be in compliance with Appendix 7 Letter of Understanding Re: Mentorship Guidelines of the Central Agreement:

1. The Sault Area Hospital (SAH) Mentorship Program will be posted on each nursing unit for nurses to review.
2. Nurses interested in participating in formal mentoring arrangement will indicate their interest in writing to their unit manager.
3. A general notice regarding the Mentorship Program will be posted on the ONA Boards instructing nurses who wish to be Mentors to apply in writing to his/her unit manager.
4. The unit manager will determine the number of mentors allowed on his/her unit at one time. All nurses who are successful to a mentor arrangement shall be required to complete a self-directed learning package or complete a Mentorship Workshop. The nurse's salary shall be kept whole while attending this workshop. Should the nurse attend the workshop on his/her day(s) off he/she shall be paid at straight time hourly rate while in attendance at the workshop.
5. The unit manager agrees to consult with the nurse being mentored (the mentee) to identify experiences required to meet his/her learning needs. A request by a nurse for union representation at such meeting will not be denied.
6. The unit manager will select and assign the mentor for a given mentorship arrangement based on the needs of the nurse being mentored and the skill, ability and experience of the nurse assuming the mentor role. The Hospital agrees to ensure opportunities are shared amongst the staff qualified and willing to mentor.
7. The unit manager, mentee, mentor and a nurse/patient educator will meet prior to the start of all mentoring arrangements to develop a learning plan that outlines goals/expectations, feedback, evaluation and timeframes. A copy of this plan will be provided to the mentee and the mentor. Any changes to the learning plan will be

documented and provided to the unit manager, the mentee and the mentor. Barriers encountered during the program will be brought to the unit manager's attention.

- 8. The Mentor shall be paid mentorship pay when she/he is assigned to mentor the mentee on his /her pre-scheduled shift(s) and/or he/she attends meetings called by the Hospital outside his/her pre-scheduled shift(s) regarding the mentoring arrangement.

SIGNED AT SAULT STE. MARIE, ONTARIO, THIS 9<sup>th</sup> DAY OF October, 2009.

FOR THE EMPLOYER

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

FOR THE UNION

[Signature]  
 Labour Relations Officer  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

## LETTER OF UNDERSTANDING

Between:

**SAULT AREA HOSPITAL**  
(hereinafter referred to as the 'Hospital')

And:

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

Re: RNFA/RN or Composite Positions

Whereas the parties agree to create two permanent Full-time Composite Positions, the following will apply:

1. The positions will be posted in accordance with the Collective Agreement as full-time Composite Registered Nurse Operating Room and Registered Nurse First Assistant (RNFA).
2. The RNFA/RN Composite Position's master rotation will be Monday through Friday each week and 0800 to 1600 each day.
3. The nurse when booked as a Registered Nurse First Assistant will be compensated for all hours worked on that tour at the applicable Registered Nurse First Assistant hourly rate of pay.
4. The nurse when booked as a Registered Nurse-Operating Room Nurse will be compensated for all hours worked on that tour at the applicable registered nurse hourly rate of pay.
5. The nurse when booked as a Registered Nurse-Operating Room Nurse and is requested/required to work as a Registered Nurse First Assist during her said tour, the nurse will be compensated for only those hours worked as a Registered Nurse First Assistant at the applicable Registered Nurse First Assistant hourly rate of pay, in hourly increments. Any overtime hours worked by the Registered Nurse First Assistant shall be paid out at the appropriate rate of pay or banked in accordance with Article J-4. Time off in lieu of overtime payment shall be paid at the Registered Nurse First Assist rate of pay. Overtime must be pre approved by the manager or delegate.
6. When either nurse is on vacation, leave of absence or sick leave, they will be paid at the applicable registered nurse hourly rate of pay.
7. All provisions, including scheduling regulations, in the Collective Agreement will apply to said Composite Positions.

- 8. Any disagreement between the parties will be resolved through the grievance arbitration process as per the Collective Agreement.
- 9. This Letter of Understanding replaces all previous Letters of Understanding re: Registered Nurse First Assistant.
- 10. This Letter of Understanding will be attached to and becomes part of the Collective Agreement. A meeting may be called by either party as circumstances warrant to re-negotiating any changes necessary.

SIGNED AT SAULT STE. MARIE, ONTARIO, THIS 9<sup>th</sup> DAY OF October, 2009.

FOR THE EMPLOYER

Irene D'Angelo  
A Scott  
Arate  
Bertrand  
Missia Mann  
R. J. J...

FOR THE UNION

[Signature]  
Labour Relations Officer  
Karen Prochuk  
[Signature]  
Pamela Mancuso  
[Signature]  
Kirsten [Signature]  
[Signature]  
Judith Port

## LETTER OF UNDERSTANDING

Between:

**SAULT AREA HOSPITAL**  
**(hereinafter referred to as the 'Hospital')**

And:

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

Re: New Graduate Initiative

With respect to the New Graduate Initiative **and the Letter of Understanding RE: Supernumerary Positions**, the parties agree to the following:

1. The Union will be provided with a list of all supernumerary appointments posted on the Ministry Portal at the time of posting. The successful applicants to the supernumerary appointments will be provided to the Union **using a format agreeable to the parties.**
2. All supernumerary nurses will receive two (2) weeks of general hospital orientation. The Union will have an opportunity to meet all supernumerary nurses at hospital orientation;
3. Such supernumerary nurses are above unit staffing complement on any given shift.
4. The Union will be provided with a list of all mentors for each supernumerary nurse prior to the supernumerary nurse(s) starting employment on the identified unit. The parties agree that the Hospital will use the current list of mentors for the mentorship of these supernumerary appointments.
5. The duration of such supernumerary appointments will be offered according to the period of funding as per the Ministry of Health and Long Term Care funding agreement. Any other such period shall be mutually agreed to by the parties.
6. The Hospital agrees to advise the Union of any additional appointments to supernumerary positions **using the format identified above.**
7. The Union will be provided with a monthly report of the status of the supernumerary appointments. The parties further agree to discuss the supernumerary appointments at the prescheduled Hospital Association Committee meetings.
8. This agreement is made without prejudice and precedent to either party;
9. Any disagreements between the parties will be resolved through the grievance arbitration process of the Collective Agreement.

Either party may call a meeting as circumstances warrant re-negotiating any changes necessary.

SIGNED AT SAULT STE. MARIE, ONTARIO, THIS 9<sup>th</sup> DAY OF October, 2009.

FOR THE EMPLOYER

Teresa D'Angelis

(A) Scott

Arute

Leitrand

Messia Mon

R. Dece

FOR THE UNION

[Signature]  
Labour Relations Officer

Karen Pirochuk

[Signature]

Pamela Mancuso

Claudia Hubby

Christina [Signature]

[Signature]

Jewel Porter

**LETTER OF UNDERSTANDING**

Between:

**SAULT AREA HOSPITAL**  
(hereinafter referred to as the 'Hospital')

And:

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

Re: Blending of Unit Schedules – surgical Daycare General Site & Endoscopy Unit

The parties agree to the development of a fair and equitable labour adjustment strategy that will address the blending of the Part-time Nurses in the Surgical Daycare General Site & Endoscopy Unit without compromising nurse/patient safety.

The parties agree to the following:

1. The Part-Time Nurses will be blended effective November 12, 2007. It is understood that all part-time nurses will be crossed trained, orientated and competent in both areas prior to the blending of the seniority list.
2. Should a nurse identify to the nurse manager an area of concern in his/her competency the nurse and nurse manager will discuss a process to meet the needs of the nurse.
3. No part-time nurse shall be disadvantaged under Article K-7.
4. All new hires will be orientated/familiarized to the Surgical Daycare General Site & Endoscopy Unit.
5. This agreement is made without prejudice and precedent to either party.
6. Any disagreements between the parties will be resolved through the grievance arbitration process of the Collective Agreement.

Either party may call a meeting as circumstances warrant re-negotiating any changes necessary.

SIGNED AT SAULT STE. MARIE, ONTARIO, THIS 9<sup>th</sup> DAY OF October, 2009.

FOR THE EMPLOYER

Luisa D'Angelo  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

FOR THE UNION

Labour Relations Officer  
[Signature]  
[Signature]  
Pamela Mancuso  
[Signature]  
[Signature]  
Jewel Porter

**LETTER OF UNDERSTANDING**

Between:

**SAULT AREA HOSPITAL**  
(hereinafter referred to as the 'Hospital')

And:

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

Re: Article 13.03 Innovative Unit Scheduling

Whereas the parties agree, without prejudice or precedent, to enter into Innovative Unit scheduling for the Plummer site – Ophthalmology Day Care/Clinic, the following will apply;

1. Such Innovative Unit Scheduling shall only apply to part time nurses.
2. The employer may schedule a regular part time nurse wither a 6 (six) hour or 6.5 (six and one half) hourshift only with the consent of the nurse.
3. Either party may discontinue the Innovative Unit Scheduling with 60 (sixty) days notice. It is understood that such discontinuation shall not be unreasonable or arbitrary.
4. When notice of discontinuation is given in accordance with item #3 above then:
  - (a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - (b) where it is determined that the Innovative Unit Schedule will be discontinued, the schedule will be so amended at the beginning of the next posted schedule after the notice period is served or at an alternate date mutually agreed to by the parties.
5. The parties agree that all the terms and conditions of the Collective Agreement as outlined in the Central Document and Local Provisions shall apply, save and except those provisions modified by this Letter of Agreement.
6. Any disagreements between the parties will be resolved through the grievance arbitration process of the Collective Agreement.
7. Either party may call a meeting as circumstances warrant re-negotiating any changes necessary.

SIGNED AT SAULT STE. MARIE, ONTARIO, THIS 7 DAY OF October, 2009.

FOR THE EMPLOYER

Teresa D'Angelo  
Scott  
Arto  
Bertrand  
Messier-Morand  
R. Lee

FOR THE UNION

[Signature]  
 Labour Relations Officer  
[Signature]  
Karin Boudreau  
[Signature]  
Pamela Mancuso  
[Signature]  
[Signature]  
[Signature]