

**COLLECTIVE AGREEMENT**

BETWEEN

**WEST PARRY SOUND HEALTH CENTRE**  
[hereinafter referred to as the "Hospital"]

AND

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

**EXPIRY: MARCH 31, 2011**

**APPENDIX 3****SALARY SCHEDULES****REGISTERED NURSE**

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

**NOTE 1:**

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

**CHARGE NURSE**

	Effective	Effective	Effective
	<u>April 1, 2008</u>	<u>April 1, 2009</u>	<u>April 1, 2010</u>
Start	29.13	30.00	30.90
1 Year	29.50	30.38	31.29
2 Years	29.88	30.78	31.70
3 Years	31.31	32.24	33.21
4 Years	32.72	33.70	34.71
5 Years	34.51	35.54	36.61
6 Years	36.28	37.37	38.49
7 Years	38.05	39.19	40.36
8 Years	40.70	41.92	43.18
25 Years	41.41	42.66	43.94

GRADUATE NURSE

	Effective	Effective	Effective
	<u>April 1, 2008</u>	<u>April 1, 2009</u>	<u>April 1, 2010</u>
Start	26.01	26.79	27.59
1 Year	26.40	27.19	28.01
2 Years	27.11	27.93	28.76
3 Years	28.16	29.00	29.87
4 Years	29.50	30.38	31.29
5 Years	31.15	32.09	33.05
6 Years	32.80	33.79	34.80
7 Years	34.50	35.53	36.60
8 Years	36.94	38.05	39.19

**APPENDIX 4**

**SUPERIOR CONDITIONS**

1) **Educational Allowance**

The Employer will pay the monthly educational allowances set forth hereunder to all nurses who are covered by this Agreement and who have completed their probationary period subject to the following conditions:

- (a) The additional qualification of the degree or certificate held is utilized directly in the job currently being performed.
- (b) Proof of the degree or certificate from a school of recognized standing must be submitted by the nurse to the Employer.
- (c) In accordance with the above, a nurse possessing more than one (1) degree or certificate shall be entitled only to the higher allowance provided thereunder.

Nurses shall receive recognition for educational preparation as follows:

CHA Nursing Unit Administration Course or recognized post-graduate course	-	\$ 15.00/month
One (1) year University Diploma	-	\$ 40.00/month
Bachelor's Degree	-	\$ 80.00/month
Master's Degree	-	\$ 120.00/month.

2) **Orientation**

Newly hired nurses, who have not previously been employed by the Hospital, shall have an orientation of a minimum of five (5) tours of duty, including the unit, ward or area, and the shifts to which they may be assigned.

**FOR NURSES FORMERLY EMPLOYED BY ST. JOSEPH'S HOSPITAL (CHURCH ST.SITE)**

- (a) Present sick leave to the credit of each nurse shall be retained in a sick leave bank up to a maximum of one hundred (100) days.
- (b) Upon retirement, a nurse shall receive one hundred (100%) cash pay out of sick leave to a maximum of ninety (90) days.

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**APPENDIX 5**

**LOCAL ISSUES**

BETWEEN

**WEST PARRY SOUND HEALTH CENTRE**  
[hereinafter referred to as the "Hospital"]

AND

**ONTARIO NURSES' ASSOCIATION**  
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**TABLE OF CONTENTS – APPENDICES & LOCAL ISSUES**

ARTICLE A - RECOGNITION AND DEFINITIONS.....	7
ARTICLE B - MANAGEMENT RIGHTS .....	7
ARTICLE C - UNION REPRESENTATION .....	8
ARTICLE D – SENIORITY.....	9
ARTICLE E - LEAVE OF ABSENCE .....	9
ARTICLE F - PAID HOLIDAYS.....	9
ARTICLE G - VACATION WITH PAY .....	10
ARTICLE H - HOURS OF WORK .....	12
ARTICLE I – MISCELLANEOUS.....	20
ARTICLE J - PAID PARKING .....	21
ARTICLE K – SAFETY AND HEALTH .....	21
ARTICLE L - SICK LEAVE .....	23
ARTICLE M - PAYMENT OF WAGES AND ALLOWANCES .....	23
ARTICLE N - JOB SHARING .....	24
SIGNING PAGE - LOCAL ISSUES .....	26
LETTER OF UNDERSTANDING .....	27
Re: Innovative Schedules .....	27
LETTER OF UNDERSTANDING .....	28
Re: Shifts of less than 7.5 hours.....	28
LETTER OF UNDERSTANDING .....	29
Re: Start Day of a Vacation Week.....	29
LETTER OF UNDERSTANDING .....	30
Re: Dual Positions – Creation and Implementation .....	30
LETTER OF UNDERSTANDING .....	32
Re: “Grandfathered” Job Share Positions .....	32
LETTER OF UNDERSTANDING .....	34
Re: Article C-4.....	34
MEMORANDUM OF AGREEMENT .....	35
Re: Unit Weekend Schedule .....	35
LETTER OF UNDERSTANDING .....	37
Re: Electronic Grievance and/or IWA Form .....	37
LETTER OF UNDERSTANDING .....	38
Re: Malpractice and Professional Liability Insurance.....	38

**APPENDIX 5**

**LOCAL PROVISIONS**

**ARTICLE A - RECOGNITION AND DEFINITIONS**

- A-1           The Employer recognizes the Union as the sole bargaining agent for all registered and graduate nurses employed in a nursing capacity at West Parry Sound Health Centre, Parry Sound, save and except Head Nurses and persons above the rank of Head Nurse.
- A-2           The word "nurses" when used throughout this Agreement shall mean persons included in the above-described bargaining unit.
- A-3           The words "immediate supervisor" wherever used in this Agreement shall mean the Head Nurse, Supervisor or a person, as the case may be, to whom the nurse usually reports for duty.

**ARTICLE B - MANAGEMENT RIGHTS**

- B-1           The Union recognizes that the management of the Employer and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by a provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a)       Maintain order, discipline and efficiency.
  - (b)       Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses; provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as herein provided.
  - (c)       Determine, in the interest of efficient operation and highest standard of service, classifications, the hours of work, work assignments, methods of doing the work and the work establishment for any service.
  - (d)       Determine the number of Human Resources required, the services to be performed and the methods, procedures and equipment to be used in connection therewith.
  - (e)       Make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses. Prior to implementation, the Employer will advise the Union of changes in rules. The Union may make representations with respect to such rules and regulations.
- B-2           The Employer agrees that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

**ARTICLE C - UNION REPRESENTATION**

C-1 Nurse Representatives

The Employer acknowledges the right of the Union to appoint or elect from its membership the number of nurse representatives in each of the following areas:

Up to two (2) each from the following departments:

Emergency  
Unit A  
Unit B/ICU  
OR/AC/Day Surgery

The function of these nurse representatives shall be to assist nurses in their respective areas in the processing of any grievance, which properly arises under the provisions of the Agreement. Upon mutual agreement of the parties, the foregoing jurisdiction and numbers may be altered from time to time. Additionally, the Union may elect from its membership two (2) part-time nurses as nurse representatives.

C-2 Grievance Committee

The Employer agrees to recognize a Grievance Committee consisting of two (2) nurses, one (1) of whom shall be a part-time nurse, in addition to the nurse representative from whose area the grievance arose.

C-3 Hospital-Union Liaison Committee

There shall be a Hospital-Union Liaison Committee comprised of four (4) representatives of the Hospital, one (1) of whom shall be the Chief Nursing Officer or her/his designate, and four (4) representatives of the Union, one (1) of whom shall be the Bargaining Unit President or her/his designate and one (1) of whom shall be a part-time nurse. The membership of the Committee may be expanded by mutual agreement. The representatives for part-time shall be elected from the part-time membership.

C-4 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee comprised of three (3) representatives of the Union, one (1) of whom may be part-time, for the purpose of negotiating a renewal Agreement. The Negotiating Committee shall be limited to one (1) staff member from any nursing unit at any one (1) time, including the President of the Bargaining Unit.

C-5 Professional Development Committee

There shall be three (3) Association representatives, appointed by the Bargaining Unit, on the Professional Development Committee.

C-6 The Employer shall continue its present practice of meeting with the general staff nurses to discuss matters of mutual concern.

- C-7 The Hospital agrees that an Officer of the Union or nurse representative shall be allowed a reasonable period of time within regular working hours to interview a newly hired nurse during her/his orientation period.
- C-8 In accordance with Article 6.07, the Association will provide in writing a list of local ONA representatives and/or Committee members and officers on an annual basis or as changes occur.

#### **ARTICLE D – SENIORITY**

- D-1 A copy of the seniority list will be filed with the Union on December 1<sup>st</sup> and June 1<sup>st</sup>.

#### **ARTICLE E - LEAVE OF ABSENCE**

##### **E-1 Union Business**

Leave of absence for Union business, under 11.02 of the Central Agreement, up to an aggregate full-time/part-time bargaining unit total of sixty (60) days during each twelve (12) month term of this Agreement shall be granted provided that, except in unusual circumstances, four (4) weeks' advance notice is given to the Employer prior to the expected date of the commencement of such leave of absence

Not more than two (2) nurses shall be absent on such leave at the same time and only one (1) staff member from any nursing unit shall be entitled to be on a leave of absence for Union business at any one (1) time.

In addition, should a member of the Bargaining Unit be elected to the position of Local Co-ordinator, as outlined in Article 11.02, or elected to the position of Local Treasurer or Local Secretary, a total of fifteen (15) days will be added to the total leave days available.

##### **E-2 Pre-paid Leave Plan**

The number of nurses that may be absent at any one (1) time shall be two (2) nurses. The year for purposes of the program shall be September 1<sup>st</sup> of one (1) year to August 31<sup>st</sup> the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Local Union and the Hospital.

- E-3 The Employer will pay the Bargaining Unit President or designate at her/his regular straight time hourly rate for all time spent attending meetings with the Employer outside her/his regularly scheduled hours. It is understood that such meeting shall be formally arranged and mutually agreed.

#### **ARTICLE F - PAID HOLIDAYS**

- F-1 (a) The following holidays are those designated in Article 15 of the Central Agreement:

New Year's Day	Civic Holiday
2 <sup>nd</sup> Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	2 <sup>nd</sup> Monday in November
Victoria Day	Christmas Day
Dominion Day	Boxing Day

- (b) Full-time nurses' lieu days may be scheduled ninety (90) days after the holiday on a day mutually agreed upon by the Employer and the individual nurse. Failing agreement, payment for said day shall be made in accordance with Article 15.03 of the Central Agreement.

A nurse will be able to use one-half ( $\frac{1}{2}$ ) of a lieu day off with pay in conjunction with other time off in order to book off a full-extended tour.

- (c) Casual part-time nurses required to work on any of the holidays defined by the Employment Standard Act shall be paid one and one-half times their regular straight time hourly rate for all hours worked on such holidays.

F-2 A tour that begins or ends during the twenty-four (24) hour period on the above holidays where the majority of hours falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

F-3 The Employer will endeavour to equitably distribute paid holidays among general staff nurses in each unit.

F-4 The Hospital will attempt to schedule a part-time nurse off on a holiday when such holiday is in conjunction with her/his weekend off, unless otherwise mutually agreed. If the part-time nurse works the weekend preceding the paid holiday, she/he shall work on the paid holiday as well unless otherwise mutually agreed. This applies only to the posted schedule.

#### **ARTICLE G - VACATION WITH PAY**

G-1 For the purpose of calculating vacation eligibility, the vacation year shall be from April 1st of any year to March 31st of the following year.

G-2 (a) The Employer shall make every reasonable effort to grant nurses a minimum of two (2) weeks continuous vacation between June 15<sup>th</sup> and September 15<sup>th</sup> if so requested by the individual nurse. Additional days shall be considered subject to patient care and staffing requirements.

(b) When a nurse requests vacation of two (2) or more consecutive weeks, the Employer shall make every reasonable effort to grant the weekend immediately preceding and the weekend immediately following the vacation as days off.

(c) The date and time on which a nurse is to report following vacation shall be indicated on the posting advance time schedule.

- (d) Nurses shall be given preference with respect to their vacation period in accordance with their bargaining unit seniority within their work area once during the vacation year. Full-time vacation shall be separate and apart from part-time vacation, except on units where only one (1) nurse may be off at a time.
- (e)
  - i) A vacation request sheet on which nurses may make requests for the entire vacation year shall be posted from February 1<sup>st</sup> until February 21<sup>st</sup>. The finalized vacation list shall be posted by March 15<sup>th</sup>. There shall be a minimum quota of one (1) full-time nurse and one (1) part-time nurse for each unit.
  - ii) A vacation request is defined as a continuous period of time, not less than one (1) week. Article G – 2 (a) will apply for the time between June 15<sup>th</sup> to September 15<sup>th</sup>. Requests made cannot total more than a nurse's vacation entitlement.
  - iii) Nurses who wish their seniority to apply to their vacation requests shall make such request on the vacation request sheet. Requests must be ranked in order of preference.
  - iv) Vacations will be granted by preference, in order of seniority, until every nurse making requests has been granted one (1) vacation period. If a nurse cannot be granted any of her/his requests submitted, every reasonable effort will be made to contact her/him for alternative vacation requests before granting the vacation request of a less senior nurse.
  - v) After preferred vacations have been granted remaining vacation requests on the vacation request sheet will be granted to the most senior nurse requesting that period. Once a nurse has been granted a vacation time, based on her seniority, she may not use her seniority to change that request or to make a second request.
- (f) Requests for vacation made other than by the vacation request sheet shall be submitted in writing at least one (1) week in advance of the posting of the schedule during which the requested time occurs and no later than December 1<sup>st</sup> for all outstanding vacation entitlement. Such vacation time shall be granted on a first [1<sup>st</sup>] come basis. The finalized vacation list will be posted by December 31<sup>st</sup>. Vacation time off not requested by December 1<sup>st</sup> shall be scheduled by the Hospital after consultation with the nurse.
- (g) Schedule changes to accommodate approved vacations will be completed by Nursing Management.
- (h) Only nurses covered under the terms of the Collective Agreement shall be counted when determining vacation quotas.
- (i) Except for vacation requests made via the vacation request sheet, confirmation of vacation requests will be given, in writing, within two (2) weeks of the request.

For purposes of clarification, the Employer will advise the nurse, in writing, as to whether her/his request is approved or denied.

- (j) If a nurse requests to cancel an approved vacation, she must submit the request, in writing, to her immediate supervisor at least two (2) weeks in advance of the posting of the schedule during which the approved vacation was to occur. If approved, rebooking of the cancelled vacation time shall be done in accordance with G-2 (f). If however, another nurse previously requested this time period and was denied, the nurse will be offered to take this time as vacation.
- (k) It is understood that if a nurse who was approved for vacation, subsequently applies for and is successful for a posted position in a different unit/department, she/he may have the approved vacation withdrawn on the basis of operational requirements. Notwithstanding every effort will be made to accommodate the nurse's original vacation request this may include short notice approvals.

G-3 The Hospital shall grant full-time nurses the utilization of single vacation days up to a maximum of seven (7) per year provided that they are requested in writing by the nurse at least four (4) weeks in advance and providing that they are scheduled at a mutually agreeable time.

Notwithstanding the foregoing, the Hospital will give consideration to requests for single day vacation when less than four (4) weeks' advance notice is given.

G-4 Subject to the agreement of the affected nurse and her/his immediate supervisor, nurses with lieu time banked may utilize such time in place of approved vacation time.

- G-5 (a) Part-time nurses will be paid their vacation pay on each pay.
- (b) Vacation time off without pay shall be requested in accordance with G -1 and G -2. Regular part-time vacation entitlement for unpaid time off is as follows:

six percent (6%) pay	-	three (3) weeks time off
eight percent (8%) pay	-	four (4) weeks time off
ten percent (10%) pay	-	five (5) weeks time off
twelve percent (12%)	-	six (6) weeks time off.

**ARTICLE H - HOURS OF WORK**

H-1 Meal times of one-half (½) hour shall be scheduled away from the unit during the nurse's tour, whether day, evening or night.

H-2 A nurse will receive one (1) weekend in three (3) off. The Employer will endeavour to schedule one (1) weekend in two (2) off. Should a nurse be required to work three (3) consecutive weekends or more, she/he shall be paid premium pay as set out in Article 14.03 for the third [3<sup>rd</sup>] weekend and for each succeeding weekend worked until a weekend is scheduled off, 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 requested weekend work; or
- (c) such weekend is worked as a result of an exchange of shift with another nurse.

For the purposes of Article H - 2, a weekend shall consist of at least sixty-four (64) consecutive hours off work from the completion of the Friday Day Tour to the commencement of the nurse's first [1<sup>st</sup>] scheduled shift on Monday.

For the purposes of payment of weekend premium, payment will be made for all hours worked between twenty-three hundred (2300) hours Friday and twenty-three hundred (2300) hours Sunday night.

H-3

- (a) For the purposes of Article 14.09 of the Central Agreement, time off in lieu of overtime and call back from standby, must be taken by the end of the fiscal year (March 31) except as noted below.

Time off in lieu can be accumulated within the fiscal year. At any time the employee may elect to use TOIL time for days off at the mutually agreed time with the employer or to request all or partial payout of hours.

Any balance of lieu time not used for time off or paid out during the year in accordance to 14.09 of the Central Agreement will be paid out in the last pay period prior to March 31 of each year. However, time earned between February 28 and March 31 of the year may be carried over to the following fiscal year.

Employees involved in an agreement with the employer in accordance of E-2 of the local contract, may use the option of applying time off in lieu banked to achieve earlier compliance to the pre-paid leave plan, such that it does not conflict with E-2. If requested, the full amount may be used not just the required 20%. This request must be made in writing to the employer.

- (b) Operating Room regular part-time nurses and other part-time nurses doing a temporary full-time position shall be allowed to accumulate overtime and call back from standby, bank it and use it in accordance with (a) above.
- (c) Accumulated overtime hours shall not be scheduled by the Employer unless at a mutually agreeable time to the nurse.
- (d) Should lieu time be scheduled it will not be cancelled or rescheduled due to a change in staffing requirements. Lieu time can be accumulated and scheduled subject to the terms and conditions for vacation scheduling.

H-4

The Employer will endeavour to maintain and achieve the following objectives in the formation of working schedules:

- (a) Requests for a change of scheduled working hours must be submitted in writing and co-signed by the nurse willing to exchange tours. The request for such a change shall be subject to approval by the Chief Nursing Officer or designate and will not result in additional cost to the Employer, which approval shall not be unreasonably withheld.
- (b) No split shifts will be scheduled.
- (c) A nurse will be scheduled off at least four (4) days, in any two (2) week period, including at least one (1) period of two (2) consecutive days off and a minimum of split days will be scheduled.
- (d) Nurses will not be scheduled to work more than seven (7) consecutive (7.5 hour shifts) days and not more than six (6) consecutive nights (7.5 hour shifts).
- (e) Nurses will be required to rotate on only one (1) shift (i.e. days and evenings or days and nights) unless otherwise mutually agreed. Individual tour preferences will be considered on the basis of seniority provided patient care is not compromised.
- (f) Schedules will be posted two (2) weeks in advance for a four (4) week period. Requests will be submitted one (1) week prior to posting.
- (g) At least forty-eight (48) hours time off shall be scheduled following night tour. The Employer will make every reasonable effort not to schedule split days on the night tour.
- (h) No more than two (2) consecutive weeks will be scheduled on evenings or nights unless otherwise mutually agreed.
- (i) The midnight shift is the first [1st] shift of the day.
- (j) No less than two (2) consecutive tours off between changes of shift.
- (k) Scheduling regulations found in H-2, H-3, H-4, H-5 and H-6 may be waived between December 15<sup>th</sup> and January 15<sup>th</sup> in order to accomplish Christmas/New Year's schedules.

Subject to the final approval of the Unit Supervisor, self scheduling may be implemented between December 15<sup>th</sup> and January 15<sup>th</sup> so that all nurses will receive five (5) or more consecutive days off at either Christmas or New Year's. Christmas Eve (December 24<sup>th</sup>), Christmas Day (December 25<sup>th</sup>), Boxing Day (December 26<sup>th</sup>) or New Year's Eve (December 31<sup>st</sup>) and New Year's Day (January 1<sup>st</sup>) will be included in the five (5) days off.

Should a nurse not receive a minimum of five (5) consecutive days off at Christmas or New Year's, she/he shall receive premium payment at time and one-half (1½) for all shifts in violation of this clause.

Full-time unit positions, will alternate time off on Christmas or New Years each year, unless otherwise mutually agreed by the parties involved.

The Employer will endeavour to advise the nurses of their holiday time off eight (8) weeks in advance. The Employer will advise the nurse of their holiday time off five (5) weeks in advance. This time off will take priority over vacation requests during the holiday period.

- (l) Prior to the posting of any changes to their scheduled shift, the Hospital will endeavour to notify nurses scheduled on a master rotation. It is recognized that the purpose of a master rotation is to allow for advanced planning and to alleviate the problem of special requests.
- (m) The regular part-time commitment to be available shall be as follows:
  - i) A minimum of forty-five (45) hours per two (2) week pay period;
  - ii) Fifty-two (52) weeks per year less the employee's number of weeks of vacation entitlement;
  - iii) Work Christmas or New Year's, part-time staff will alternate Christmas or New Year's each year unless otherwise mutually agreed;
  - iv) Work no more than fifty percent (50%) of the paid holidays;
  - v) Work her/his pre-scheduled shifts unless other arrangements are made;
  - vi) Available to work two (2) out of four (4) weekends;
  - vii) This commitment is not to be construed as a guarantee of work.
- (n) All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.
- (o) The Hospital shall distribute the available shifts for a specific unit to the regular part-time on the unit by seniority as follows:
  - i) The Hospital shall schedule the most senior regular part-time nurse three (3) tours in the two (2) week pay period. The Hospital shall then schedule the next most senior regular part-time nurse three (3) tours in the two (2) week pay period and so on, until each regular part-time nurse has been scheduled three (3) tours or until all shifts have been assigned. After each nurse in the unit has received three (3) tours, the senior nurse, and each subsequent nurse, on the basis of seniority, will equitably receive an additional tour(s). Tours will be distributed in this manner until all regular part-time nurses assigned to the unit have received their part-time commitment.
  - ii) All shifts remaining unassigned on each unit shall first [1<sup>st</sup>] be distributed amongst regular part-time nurses from other units, able to do the available work, based on seniority, who have not been scheduled up to their commitment.

- (p) When regular part-time nurses on all units have been given the opportunity to work up to their commitment, the Hospital will offer any additional tours to regular part-time nurses on the basis of seniority. Job sharers shall be offered any unassigned tours, on the basis of seniority, after tours have been offered to regular part-time nurses and prior to offering tours to casual nurses.

The above scheduling shall be subject to the following:

- i) Nurses who wish to be considered for additional tours must indicate their willingness to work additional tours, in writing, to their immediate supervisor on a quarterly basis.
- ii) A tour will be deemed to be offered whenever a call is placed.
- iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay.
- iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made.
- v) Provided that they are qualified, nurses may submit their availability to work additional tours to more than one (1) unit, if to do so is in accordance with existing Hospital practice.

H-5

Extended Tour Schedules

- (a) Nurses shall be scheduled to work no more than four (4) consecutive tours, except by mutual consent. The Hospital will endeavour to schedule nurses to work no more than three (3) consecutive tours, except by mutual consent, or during weeks which contain a paid holiday. At least one (1) extended tour off will be scheduled between shifts.
- (b) Nurses shall receive every second [2nd] weekend off duty.

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

- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- ii) such nurse has requested weekend work; or
- iii) such weekend is worked as a result of an exchange of shift with another nurse.

A weekend is defined as a minimum of five (5) consecutive extended tours off, which shall commence not later than 2000 hours on Friday.

- (c) Nights shall be the last shift of the day.
- (d) The Hospital will endeavour not to require a nurse to change tours more than once during a week, unless otherwise mutually agreed.
- (e) No more than two (2) consecutive weeks will be scheduled on the night tour, unless mutually agreed.
- (f) Requests for change in posted schedules may be made in writing, provided they are co-signed by the nurse willing to exchange days off or tours of duty.
- (g) No split shifts will be scheduled.
- (h) Schedules will be posted two (2) weeks in advance for a 4-week period. Requests for time off will be submitted one (1) week prior to posting.
- (i) Scheduling regulations found in H-2, H-3, H-4, H-5, and H-6 may be waived between December 15<sup>th</sup> and January 15<sup>th</sup> in order to accomplish Christmas/New Year's schedules.

Subject to the final approval of the Unit Supervisor, self scheduling may be implemented between December 15<sup>th</sup> and January 15<sup>th</sup> so that all nurses will receive five (5) or more consecutive days off at either Christmas or New Year's. Christmas Eve (December 24<sup>th</sup>), Christmas Day (December 25<sup>th</sup>), Boxing Day (December 26<sup>th</sup>) or New Year's Eve (December 31<sup>st</sup>) and New Year's Day (January 1<sup>st</sup>) will be included in the five (5) days off.

Should a nurse not receive a minimum of five (5) consecutive days off at Christmas or New Year's, she/he shall receive premium payment at time and one-half (1½) for all shifts in violation of this clause.

Full-time unit positions, will alternate time off on Christmas or New Years each year, unless otherwise mutually agreed by the parties involved.

The Employer will endeavour to advise the nurses of their holiday time off eight (8) weeks in advance. The Employer will advise the nurse of their holiday time off five (5) weeks in advance. This time off will take priority over vacation requests during the holiday period.

- (j) The extended tour arrangement will be implemented on a trial basis for a period of six (6) months where eighty percent (80%) of the nurses in a given unit are in favour, and where the Hospital is also in agreement.
- (k) The initial scheduling of these extended tours shall in no way commit the Hospital to continue to schedule any extended tours after the trial period. Nor shall the Hospital be obligated to complete the initial trial period if, in the Hospital's opinion, the scheduling of extended tours should be discontinued because the extended tour scheduling is having adverse effects upon patient care, or because the Hospital is experiencing difficulty in providing a workable staffing schedule.
- (l) When notice of discontinuance is given by either party, then:

- i) the parties shall meet within two (2) weeks of the given notice to review the request for discontinuation, and
  - ii) where it is determined that the compressed work week will be discontinued, affected nurses shall be given six (6) weeks notice before the schedules are so amended.
- (m) Following the trial period, the extended tour arrangement will be continued upon agreement of the Hospital.

Extended tours may be discontinued on any unit when:

- i) more than fifty percent (50%) of the nurses in the Unit so indicate by secret ballot; or
- ii) the Hospital, because of:
  - A) adverse effects on patient care,
  - 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, states its intention to discontinue the compressed work week scheduling.

When notice of discontinuance is given by either party following the trial period, then clause H – 5 (l) shall apply.

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

H-6

- (a) The employer agrees that standby will be distributed as equitably as possible among the qualified employees who normally perform the work. It is understood that different unit/programs will distribute standby by differing processes according to the unit/program requirements.
- (b) Employees may exchange or give away standby duty with the mutual consent of employees involved and the approval of the Immediate Supervisor.
- (c) An employee who is called in to work and:
  - i) works a minimum of four hours; and
  - ii) works to 0330 hours or beyond, and
  - iii) is scheduled for the next shift will be permitted leave with pay for that part of the next shift to allow 12 hours between the end of the call in assignment and the commencement of work on the regularly scheduled shift. Nurses in the operating room may resume their

scheduled call at 1545 if they choose. If they choose not to resume the call the Manager, Operating Room will assign the on-call.

- iv) On-call in the Operating room shall be equitably distributed on a rotating basis.
- (d) In the event an employee is required to work for a period greater than sixteen (16) hours, the employer shall make reasonable efforts to relieve that employee from duty.
- (e) The employer shall provide pagers for the use by employees who are required to assume standby duty.

H-7

Reassignment

- (a) The parties acknowledge that in accordance with the Employer's right to manage and direct its operations it may be necessary from time to time to reassign Nurses to other nursing units within the Hospital up to and including a single shift.

The decision will be based on the patient safety and care requirements on each nursing unit in conjunction with the skill, knowledge and experience of the affected Nurses of each nursing unit.

Reassignment to another nursing unit shall not be construed to be a change in the Nurse's work schedule.

If as determined by management, staffing exceeds staffing/operational needs, then nurses, based on seniority, may request to take lieu time, a paid holiday, vacation day or LOA, if the nurse is so entitled.

- (b) Provided that the Nurse being reassigned has the requisite skills for the new assignment and the nurses remaining in the unit have the skills required to provide quality patient care, staff being reassigned in accordance with Article 10.07 (g), 10.08 (a) and H-7 (a), shall be reassigned according to the nurse's status on the unit in the following order:

- i) Any nurse whom has volunteered based on seniority;
- ii) Casual;
- iii) Regular Part-time
- iv) Job Sharers;
- v) Full-time
- vi) A nurse on the unit for a period of less than six (6) months.

Where all factors are relatively equal amongst the nurses considered, seniority will prevail.

H-8

Should the Hospital determine that offering shifts that will incur overtime is necessary, such shifts will be offered on the basis of seniority.

**ARTICLE I – MISCELLANEOUS**

I-1 The Employer will arrange to provide space for Union information in each of the nurses' unit team room, and one (1) central bulletin board local located near the Cafeteria on the second floor, which may be used by the Union for posting notices of Union meetings or other Union activities. The Hospital agrees to allow the Union to utilize the intranet. The nature of the postings will not offend the spirit of mutual co-operation between the Union and the Hospital.

I-2 All written Hospital policies pertaining to nursing shall be made available for all staff to see.

I-3 The Hospital will permit the distribution of Union contracts and material related to Union business on the Hospital's premises. The time and place for distribution of the contracts will be arranged with Human Resources.

I-4 Personal Data

It will be the responsibility of the nurse to advise the Hospital of any changes in name, address, phone number, bank account, or status of beneficiary.

I-5 When filling temporary full-time vacancies of six (6) or more month's duration, the Hospital shall consider full-time nurses, who have expressed an interest to fill such vacancies, at the same time as regular part-time nurses, on the basis of seniority, in accordance with 10.06 (d). If a full-time nurse is given the temporary full-time vacancy, any subsequent vacancy shall be filled by a regular part-time nurse or otherwise in accordance with Article 10.06 (d).

I-6 Benefits

(a) Retiree Benefits – Process for Payment

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

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

The Employer will notify the Union of the benefit costs to retired nurses each time the benefit costs are renegotiated by the Employer.

(b) Voluntary Part-time Benefits – Process for payment

The Employer agrees to provide regular part-time nurses with the option of voluntary participation in Semi-private, extended health care and dental benefits. It is understood that this access will be in accordance with terms and conditions of the plans on the same basis as is provided to active full-time nurses. It is understood and agreed that the regular part-time nurses who participate will pay one hundred percent (100%) of the monthly benefit premiums, in advance, through post-dated cheques, dated the first (1<sup>st</sup>) of each month, provided on a yearly basis.

The Employer will notify the Union of the benefit cost to part time nurses each time the benefit costs are renegotiated by the Employer.

- I-7 In accordance with Article 10.07 (b), the Health Centre will make reasonable efforts to notify the unsuccessful applicant prior to the name of the successful applicant being posted.

#### **ARTICLE J - PAID PARKING**

- J-1 The Employer agrees to meet with the Union prior to implementing paid parking to discuss rates.

#### **ARTICLE K – SAFETY AND HEALTH**

The employer and union accept the principle that both the employer and the employee have responsibilities for promoting and maintaining a safe and healthy workplace. The Internal Responsibility System places the onus for Health and Safety on the workplace parties through an internal system of direct responsibility and accountability.

#### **K-1 Violence Prevention and Control**

The Health Centre and the union agree that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace.

- (a) The Health Centre in consultation with the joint health and safety committee shall develop, establish and put into effect, violence prevention and control measures, procedures, practices, equipment and training for the health and safety of workers.
- (b) The Health Centre will make available training on violence prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and at least annually thereafter.
- (c) The employer will notify the Joint Health and Safety Committee (JHSC) and union in writing of all incidents related to violence within four (4) days. For critical injuries the employer will notify the JHSC and the union immediately and in writing within 48 hours. Such notices will contain all of the information as prescribed in Section 5 of the Health Care Regulation.
- (d) Immediate critical incident stress debriefing and post traumatic counselling shall be made available for employees following a critical incident involving violence. Leave required to attend such debriefing or counselling will be without loss of pay.
- (e) The Health Centre will consider requests for reimbursement for damages incurred to the employee's personal property, such as eyeglasses, ripped uniforms, personal clothing as result of being assaulted while performing his/her work. Such payment shall not be unreasonably denied.

#### **K-2 Modified work / Return to Work Programs**

The Health Centre and the Association agree to cooperate in facilitating the return to work of disabled nurses.

- (a) When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a permanent disability, the Health Centre will notify and meet with a staff representative of the Ontario Nurses' Association and a designated member or delegate of the Bargaining Unit to discuss the circumstances surrounding the employee's return to suitable work.
- (b) In order to return a worker with a permanent disability to her/his pre-injury/illness job, appropriate and reasonable accommodation may include, but is not limited to, modifications to the job or work station, reorganization of the work, and/or retraining of the worker in order to perform the essential duties of the pre-injury/illness job.

K-3 Blood Borne Pathogen Exposure Prevention

- (a) Where workers may be exposed to a blood borne pathogen, the employer, with the input of workers throughout the institution through the Joint Health and Safety Committee, shall identify existing or potential exposure risks and develop and implement an exposure control plan, designed to eliminate or reduce to the lowest feasible extent actual or potential exposure.
- (b) The Health Centre will seek to eliminate or minimize employee exposure to the lowest feasible extent, recognizing that total elimination of exposure is not possible. The Health Centre will seek to introduce, test and implement methods, equipment and procedures that isolate or remove the hazard from the workplace to the greatest extent.
- (c) Where exposure or the risk of exposure has not been eliminated by the use of engineering controls and/or administrative controls, the employer shall ensure availability of appropriate personal protective equipment and the employee will use such equipment.
- (d) The employer, in consultation with the joint health and safety committee, shall ensure the adoption of measures to ensure the timely provision of post-exposure medical attention to any employee who receives a blood-borne pathogen exposure. The employer also shall ensure that a post-exposure protocol is accessible and is communicated to all employees.
- (e) Employees will report any blood-borne exposures or potential and near misses, as per the employer's policies and procedures.

K-4 Musculoskeletal Injury Prevention and Control

- (a) The Hospital in consultation with the Joint Health and Safety Committee shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices, equipment and training for the health and safety of workers.

- (b) The Hospital will make available training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and at least annually thereafter.
- (c) The (JHSC) will inspect an area that has frequent repetitive strain injuries as frequently as recommended by (JHSC), to review compliance with musculoskeletal prevention and control measures, procedures, practices, equipment and training.
- (d) Employees shall follow all procedures and policies related to musculoskeletal prevention.

#### **ARTICLE L - SICK LEAVE**

- L-1 Except in extenuating circumstances, in order to qualify for sick leave a nurse must notify the Nursing Unit Manager at least one (1) hour prior to the beginning of the nurse's working day on the day shift and at least two (2) hours prior to the beginning of her/his evening or night shift.
- L-2 A nurse, who has been off due to illness for three (3) or more consecutive days, will give a progress report to her/his Unit Manager by the third [3<sup>rd</sup>] day of the illness and once a week thereafter or more frequently as the situation demands.
- L-3 The Hospital reserves the right to require proof of illness from a qualified medical practitioner and/or other regulated health professional for absences due to illness for three (3) or more consecutive days.
- L-4 An employee, on sick leave for thirty (30) or more days, will give the Hospital three (3) days clear notice, exclusive of weekends or holidays, of her/his intended return to work.

#### **ARTICLE M - PAYMENT OF WAGES AND ALLOWANCES**

- M-1 The Hospital will arrange for payment of wages at or before fourteen hundred and thirty (1430) hours every second [2<sup>nd</sup>] Friday. On each pay day, a nurse will be provided with an itemized statement.
- M-2 Payment of wages will be by direct deposit to a financial institution of the nurse's choice which will be selected from a list provided by the Hospital.
- M-3 When errors of payment on an employee's pay slip are discovered, they shall be rectified and the employee shall be paid as soon as the Director of Finance and Human Resources has had an opportunity to verify the order. Where the amount of the error is greater than \$100.00, the employee shall be paid as soon as possible, following verification of the error. Otherwise, the correction will take place on the next pay.

Where an employee has received an overpayment, where the amount of the overpayment is less than \$100.00 such amount shall be deducted and returned to the employer on the next pay. Where such amount exceeds \$100.00 the parties

shall meet to determine a schedule of payments acceptable to repay the overpaid amount in a timely manner.

## **ARTICLE N - JOB SHARING**

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

- N-1 Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- N-2 Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be fifty/fifty (50/50) between two (2) nurses unless mutually agreed in writing otherwise by the two (2) nurses involved and the Hospital.
- N-3 The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.
- N-4 Each job sharer may exchange shifts with her/his partner, as well as other nurses as provided by the Collective Agreement.
- N-5 The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays a full-time nurse would be required to work.
- N-6 Coverage for Illness, Vacation, LOA's
- (a) It is hoped that both job sharers will cover each other's incidental illnesses. If one cannot cover the other, the Unit Supervisor must be notified in the usual manner to book coverage. Job sharers are expected to cover each other's planned absences, including vacation, of up to three consecutive weeks duration unless extenuating circumstances prevent coverage.
- (b) Pregnancy and Other Leaves of Absences
- In the event that one member of the job sharing arrangement goes on a leave of absence, the coverage will be negotiated with the Unit Supervisor, but it is expected that the remaining member of the position should be prepared to cover the leave of the absence as much as possible.
- N-7 Implementation
- (a) 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.
- (b) Any incumbent full-time nurse wishing to share her/his position, may do so without having her/his half (½) of the position posted. The other half of the

job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

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

N-8

Discontinuation

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



**LETTER OF UNDERSTANDING**

Between

**WEST PARRY SOUND HEALTH CENTRE**  
(hereinafter referred to as the "Hospital")

And

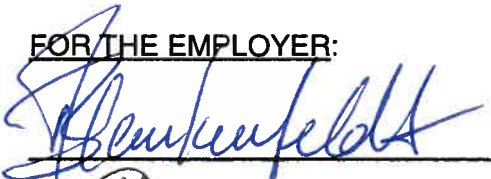
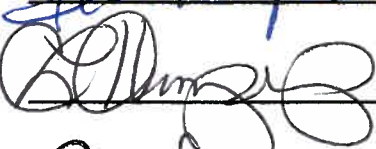
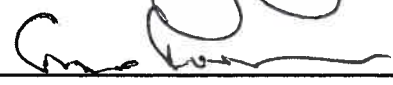
**ONTARIO NURSES' ASSOCIATION**  
(hereinafter referred to as the "Association")

Re: Innovative Schedules

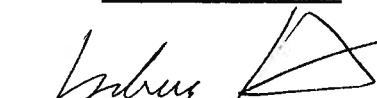
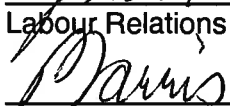

The parties agree that if they mutually agree to implement Innovative Schedules they will meet to negotiate the manner in which the schedules will be implemented and any other matters which need to be resolved concerning the schedules.

SIGNED AT Parry Sound, ONTARIO, THIS 12<sup>th</sup> DAY OF May, 2009.

**FOR THE EMPLOYER:**

  
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**FOR THE UNION:**

  
\_\_\_\_\_  
Labour Relations Officer  
  
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**LETTER OF UNDERSTANDING**

Between

**WEST PARRY SOUND HEALTH CENTRE**  
(hereinafter referred to as the "Hospital")

And

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

Re: Shifts of less than 7.5 hours

The Employer will endeavour to keep the number of tours comprised of less than 7.5 hours to a reasonable level. The primary purpose of shifts of less than 7.5 hours is to allow attendance at or back fill for a nurse who is participating in:

- A return to work accommodation
- Education activity
- Committee / meeting attendance
- Special project work

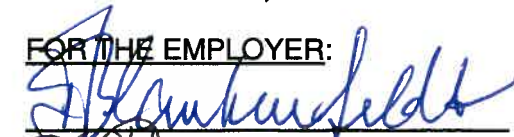


Where an employee is scheduled to work less than a 7.5-hour tour, the following will apply:

- i) Each employee who works less than 7.5 hours but greater than five (5) shall receive one-half hour unpaid meal break and one 15 minute rest period with pay.
- ii) Each employee who works five (5) hours or less shall receive only one 15 minute rest period
- iii) Where possible, shifts of less than seven (7.5) and half hours will be assigned by voluntary basis, where there are no volunteers the employer agrees to distribute shifts less than 7.5 hours equitably amongst the part-time members of the bargaining unit.


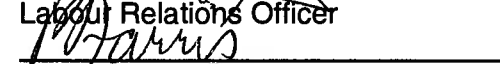

Tours less than 7.5 hrs will not be included in the distribution of tours described in H-4(o) but will be considered additional tours and will be distributed as per H-4 (q).

SIGNED AT Parry Sound, ONTARIO, THIS 12<sup>th</sup> DAY OF May, 2009.

FOR THE EMPLOYER:

  
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FOR THE UNION:

  
 \_\_\_\_\_  
 Labour Relations Officer  
  
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**LETTER OF UNDERSTANDING**

Between

**WEST PARRY SOUND HEALTH CENTRE**  
(hereinafter referred to as the "Hospital")

And

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

Re: Start Day of a Vacation Week

Whereas the parties are not in agreement as to the appropriate interpretation of the collective agreement in regards to which weekday a vacation week starts on;

And whereas the parties both seek to have a process that is workable for the majority of nurses while maintaining effective operations of the Nursing units;

The parties have agreed to test a variable vacation week start day for the vacation years April 2008 – March 2011;

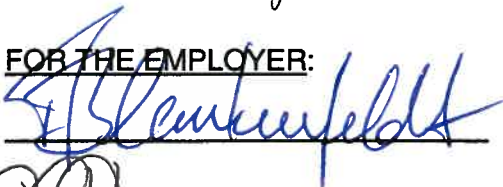
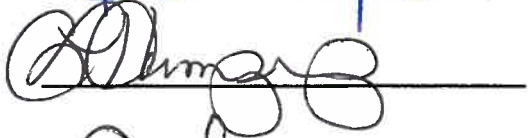

For clarity: This will mean that nurses may ask to start their vacation on any day of the week, however management may still limit the number of nurses granted vacation at any given time. The remainder of the approval process outlined in Article G will remain unchanged.

The parties agree that the vacation week start day and the scheduling of vacations will be the appropriate subject matter of Hospital Association Meetings.

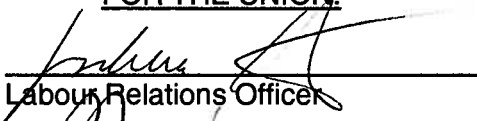
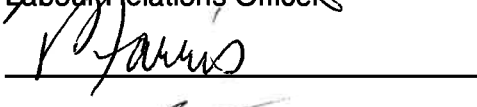
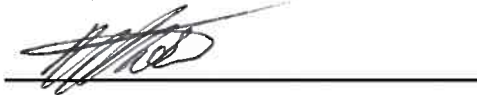
The parties agree to identify impacts such as overtime, inability of bargaining unit members to access vacation, and any other difficulties that the changed process may affect prior to the posting of the vacation request sheet for 2007/08.

SIGNED AT Parry Sound, ONTARIO, THIS 12<sup>th</sup> DAY OF May, 2009.

FOR THE EMPLOYER:

  
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FOR THE UNION:

  
\_\_\_\_\_  
Labour Relations Officer  
  
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**LETTER OF UNDERSTANDING**

Between

**WEST PARRY SOUND HEALTH CENTRE**  
(hereinafter referred to as the "Hospital")

And

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

Re: Dual Positions – Creation and Implementation

The parties agree to trial a model of dual full-time positions for a period of six months.

The Health Centre may create dual positions, which are defined as full-time positions that work half time in one unit and half time in a second unit.

Application for dual positions will be voluntarily from current health centre staff. Where no volunteers, come forward, the employer may post a dual position(s) that has been created through attrition. If no internal applicants for the dual position are obtained, the parties will meet to determine how to fill the position(s).

Nurses in dual positions will be scheduled in accordance with the full-time scheduling provisions and will be considered full-time for all other purposes under the Collective Agreement.

Orientation will be given in both units and ongoing training and in-services will be received for both units.

Staff member will be assigned to one unit as a "home unit" and he/she will be assigned there on an equal bases as the "secondary unit".

The employee will request to have vacation approval from their "home unit". The same will apply for statutory holidays. Single days off will be arranged in reflection of staffing in the unit the nurse is assigned to at that time.



## LETTER OF UNDERSTANDING

Between

**WEST PARRY SOUND HEALTH CENTRE**  
(hereinafter referred to as the "Hospital")

And

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

Re: "Grandfathered" Job Share Positions

The following list of regular part-time Registered Nurses are currently in Job Share positions in accordance with Article 20 of the central collective agreement. These Nurses will be subject to Article N of the collective agreement except as mentioned below:

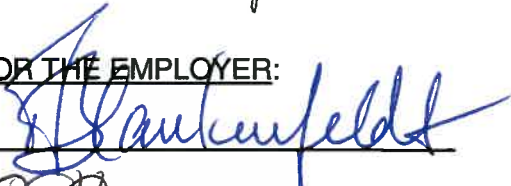


1. Job Sharer's will continue to work together in attempting to cover off their partner's absences in accordance with Article N.
2. Each job sharer will receive the unpaid vacation entitlement of a regular part-time employee.
3. As a general rule, Job Sharer's will not request vacation for the same period, should Job Share partners request the same period of vacation and the Hospital is unable to approve both requests, the most senior Nurses' request shall be approved in accordance with Article G.
4. For purpose of requesting, the job sharers will be considered part of the part-time staff pool.
5. Coverage for Illness, Vacation, LOA's
  - (a) Both job sharers will attempt to cover each other's incidental illnesses. If one cannot cover the other, the Unit Supervisor must be notified in the usual manner to book coverage. Job sharers will endeavour to cover each other's planned absences, including vacation, of up to three consecutive weeks duration unless extenuating circumstances prevent coverage.

Job Sharers'


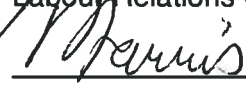

- (a) Lynn Peddie
- (b) Grace Brisbane
- (c) Nora Draper

SIGNED AT Parry Sound, ONTARIO, THIS 12<sup>th</sup> DAY OF May, 2009.

FOR THE EMPLOYER:

FOR THE UNION:

  
Labour Relations Officer  
  


**LETTER OF UNDERSTANDING**

Between

**WEST PARRY SOUND HEALTH CENTRE**  
(hereinafter referred to as the "Hospital")

And

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

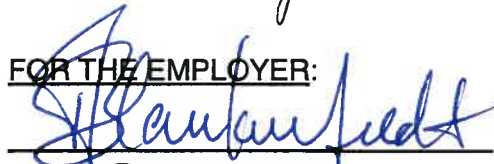
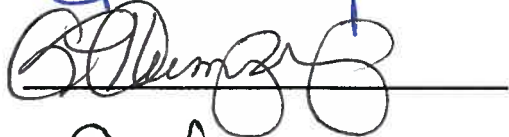

Re: Article C-4

The parties agree that all aspects of the collective agreement shall be adhered to except as amended below:

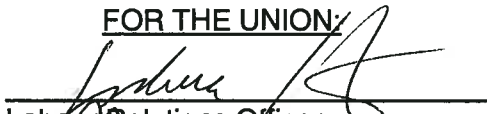
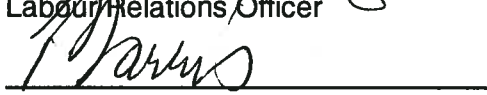

1. Negotiation meetings will be scheduled on the committee member's work day or the member will be given an alternative day off.
2. The above provision will be waived if patient care and operations are adversely affected.

SIGNED AT Parry Sound, ONTARIO, THIS 12<sup>th</sup> DAY OF May, 2009.

FOR THE EMPLOYER:

  
  
  
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\_\_\_\_\_

FOR THE UNION:

  
 Labour Relations Officer  
  
  
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**MEMORANDUM OF AGREEMENT**

Between

**WEST PARRY SOUND HEALTH CENTRE**  
(hereinafter referred to as the "Hospital")

And

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

Re: Unit Weekend Schedule

Whereas:

The Unit Weekend Schedule is provided for in Article 13.04 of the Central Collective Agreement.

Therefore, the Parties hereby agree as follows:

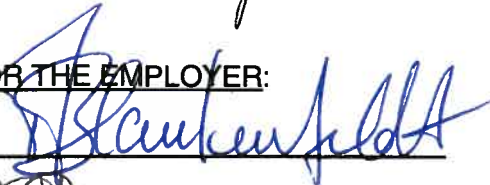
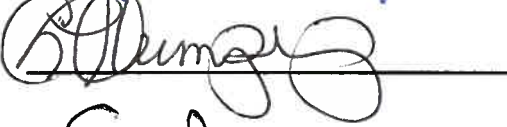
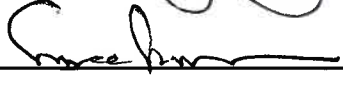
1. Implementation – The introduction of a unit weekend schedule on a specific unit requires the approval of the West Parry Sound Health Centre and Ontario Nurses' Association. The introduction of such unit weekend schedule is based on full time hours. Weekend worker positions will be posted in accordance with Article 10.07.
2. Schedule – The schedule of hours will be in accordance with Article 13.04 of the Central Agreement.
3. Vacation – If a weekend worker transfers to a regular full time position, any vacation/holiday bank shall remain intact to be used in accordance with the collective agreement. If a weekend worker transfers to a part time position or terminates employment, all vacation/holiday credits will be paid out.
4. Scheduling Provisions – H-2 "consecutive weekend" scheduling provisions do not apply to nurses who accept positions under this Agreement.
5. Christmas Period – As per Article H-4(k) the Health Centre will endeavour to schedule five (5) consecutive days off during the Christmas and New Years period. The Health Centre will allow the nurse to utilize holiday banks for income replacement during the Christmas/New Years period. It is understood that weekend tour nurses continue to work weekends during this period.
6. Replacements – Nurses who replace weekend tour nurses who are absent due to illness, vacation, leave of absence, etc. will be selected in accordance H-4 (q).
7. Vacancies – Subsequent to implementation of a unit weekend schedule, any permanent vacancy for a weekend worker will be reviewed by the West Parry Sound Health Centre.

The West Parry Sound Health Centre reserves the right to fill the vacancy with a weekend tour nurse or it will revert to a full time position and be posted as per Article 10. The Health Centre will notify the Association of their decision within thirty (30) days.

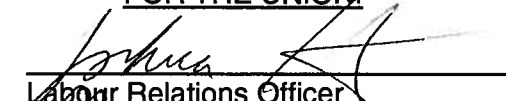
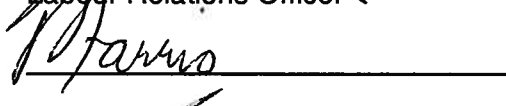

- 8. The Health Centre will go over the terms of Article 13.04 and this letter of understanding with any nurse, who accepts a weekend worker position to clarify the impact on sick leave and the Christmas period. The Health Centre will retain a signature of the nurses' review and acceptance of the offer of weekend worker.
- 9. Discontinuation – A unit weekend schedule may be cancelled by either Party on giving three (3) months' notice in writing, notwithstanding #6 above. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for and the process of discontinuation.

SIGNED AT Parry Sound, ONTARIO, THIS 12<sup>th</sup> DAY OF May, 2009.

FOR THE EMPLOYER:

  
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FOR THE UNION:

  
\_\_\_\_\_  
Labour Relations Officer  
  
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**LETTER OF UNDERSTANDING**

Between:

**WEST PARRY SOUND HEALTH CENTRE**  
(hereinafter referred to as the "Hospital")

And:

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

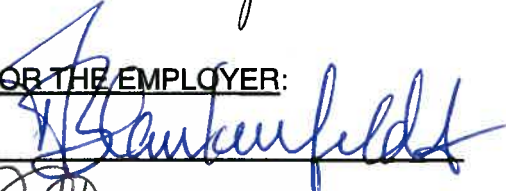
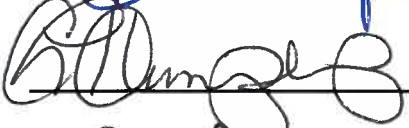

Re: Electronic Grievance and/or IWA Form

The parties agree to the following:

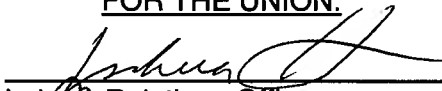


1. The parties agree to use the electronic version of the (ONA Grievance Form at Appendix 1 of the Hospital Central Agreement, ONA Professional Responsibility – Workload Report Form at Appendix 6 of the Hospital Central Agreement).
2. The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
3. The union undertakes to get a copy of the electronic version signed by the grievor.
4. The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

SIGNED AT Parry Sound, ONTARIO, THIS 12<sup>th</sup> DAY OF May, 2009.

**FOR THE EMPLOYER:**

  
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**FOR THE UNION:**

  
 \_\_\_\_\_  
 Labour Relations Officer  
  
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**LETTER OF UNDERSTANDING**

Between:

**WEST PARRY SOUND HEALTH CENTRE**  
(referred to as the "Hospital")

And:

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

Re: Malpractice and Professional Liability Insurance

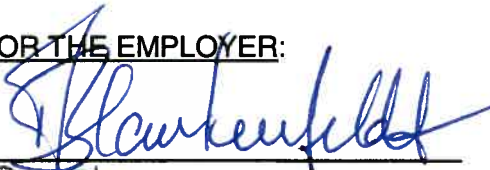

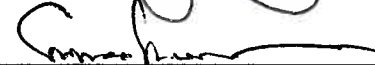
The parties agree to convene a working group to develop and implement a process to provide education to nurses on the Health Centre's professional liability and malpractice insurance coverage.

The working group will meet by January 30, 2009 and complete its work by December 1, 2009.

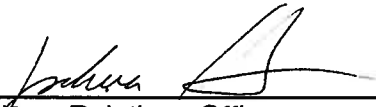
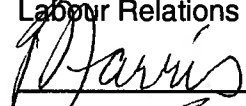
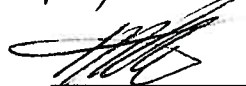
The working group will include nurse members of which at least one will be identified by the Ontario Nurses' Association as well as Health Centre Representatives who are responsible for the professional liability and malpractice insurance coverage.

SIGNED AT Parry Sound, ONTARIO, THIS 12<sup>th</sup> DAY OF May, 2009.

FOR THE EMPLOYER:

  
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FOR THE UNION:

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