

**COLLECTIVE AGREEMENT**

Between:

**ALEXANDRA HOSPITAL, INGERSOLL**  
(hereinafter referred to as "the Hospital")

And:

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

**Expiry Date: March 31, 2020**

## APPENDIX 3

SALARY SCHEDULESRegistered Nurse

Hourly Rate

	<u>1-Apr-18</u>	<u>1-Apr-19</u>
<b>Start</b>	\$32.66	\$33.23
<b>1 Year</b>	\$32.81	\$33.39
<b>2 Years</b>	\$33.36	\$33.94
<b>3 Years</b>	\$35.00	\$35.62
<b>4 Years</b>	\$36.66	\$37.30
<b>5 Years</b>	\$38.72	\$39.40
<b>6 Years</b>	\$40.80	\$41.52
<b>7 Years</b>	\$42.89	\$43.64
<b>8 Years</b>	\$45.94	\$46.75
<b>25 Years</b>	\$46.76	\$47.57

Graduate Nurse

Hourly Rate

	<u>1-Apr-18</u>	<u>1-Apr-19</u>
<b>Start</b>	29.31	29.82

Clinical Leaders/Resource NurseClinical Leader/infection Control

Hourly Rate

	<u>1-Apr-18</u>	<u>1-Apr-19</u>
<b>Start</b>	\$34.16	\$34.73
<b>1 Year</b>	\$34.31	\$34.89
<b>2 Years</b>	\$34.86	\$35.44
<b>3 Years</b>	\$36.50	\$37.12
<b>4 Years</b>	\$38.16	\$38.80
<b>5 Years</b>	\$40.22	\$40.90
<b>6 Years</b>	\$42.30	\$43.02
<b>7 Years</b>	\$44.39	\$45.14
<b>8 Years</b>	\$47.44	\$48.25
<b>25 Years</b>	\$48.26	\$49.07

The hourly rate for the Clinical Leaders/Resource Nurse and Clinical Leader/ Infection Control will be maintained at the Registered Nurse straight time hourly rate plus the responsibility pay provided for in Article 19.04 (b). In the event the quantum of pay in Article 19.04 (b) is increased, the same increase will be made to the above rates.

L2

**APPENDIX 4**

**SUPERIOR CONDITIONS**

Non-applicable

**APPENDIX 5 - LOCAL ISSUES**

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## **ARTICLE A – RECOGNITION**

A-1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by Alexandra Hospital in Ingersoll, save and except Clinical Co-ordinators, Corporate Facilitator Education, Accreditation and Quality, and persons employed for not more than twenty-four (24) hours per week.

The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by Alexandra Hospital in Ingersoll, employed for not more than twenty-four (24) hours per week, save and except Clinical Co-ordinators, Corporate Facilitator Education, Accreditation and Quality.

## **ARTICLE B - MANAGEMENT RIGHTS**

B-1 The management of the Hospital and the direction of the working forces therein are fixed exclusively with the Hospital except as specifically limited by the provisions of this Agreement. Without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, direct, classify, transfer, promote, demote, layoff, recall, discharge, suspend or otherwise discipline employees provided that a claim by an employee that she has been discharged, suspended or otherwise disciplined without just cause may be the subject of a grievance and dealt with as provided elsewhere in the Collective Agreement;
- (c) establish, alter, and enforce reasonable rules and regulations;
- (d) determine all work procedures, the kind and locations of equipment to be used, methods to be used, the allocation and number of employees to be required from time to time, the services to be performed, the standards of performance of all employees, work assignments, the hours of work and all other rights and responsibilities of management not specifically modified in this Agreement.

## **ARTICLE C - REPRESENTATION AND COMMITTEES**

C-1 For the purposes of the Bargaining Unit Committees referred to in Article 6 of the Central Agreement, members representing the employees may be either full-time or part-time. The Hospital will recognize:

- (a) up to four (4) employees as employee representatives;
- (b) a Grievance Committee of up to three (3) employees;
- (c) a Hospital-Union Committee of up to three (3) employees;

- (d) a Negotiating Committee of up to four (4) employees, one of whom will be the Bargaining Unit President.
- (e) a Unit Based Council of six (6) employees, one of whom will be the Bargaining Unit President or his/her designate.

C-2 No more than three (3) employees will be excused from duty in any one area of the Hospital at any one time to attend to her responsibilities outlined in this Collective Agreement. However, it is understood that only one employee from the Operating Room and two (2) employees from the Emergency Department and one employee from Special Care Unit will be excused from duty at any one time.

C-3 Hospital-Union Meetings

The Bargaining Unit President, or designate, will identify to the Hospital which committee members require payment under article 6.03(e) at each H.U.C. meeting.

**ARTICLE D - UNION INTERVIEW**

D-1 The interview period as provided for in Article 5.06 will be scheduled at the Hospital at a mutually agreeable time during employee's orientation period or at a time arranged between the union representative and the employee. The Hospital will advise the designated union representative(s) of all new employee(s) orientation schedules. The Union will arrange an interview period with the employee or may conduct the interview during the employee's orientation.

**ARTICLE E - SENIORITY**

E-1 The Hospital will provide the Union with a copy of the seniority list as provided for in Article 10.02 of the Central Agreement as at January 1 and July 1 of each year.

**ARTICLE F - LEAVE FOR UNION BUSINESS**

F-1 In accordance with Article 11.02 of the Central Agreement, leaves of absence for Union business shall be granted up to a total aggregate of thirty (30) days each calendar year, provided four (4) weeks' notice is given in writing to the Clinical Co-ordinator or the Scheduling Clerk from the Bargaining Unit President or her delegate, whenever possible, and provided no more than three (3) employees are absent at any one time. Arrangement for staff coverage will be made by the Clinical Co-ordinator or his/her delegate at the time of the request being granted. However, it is understood that only one employee from the Operating Room and one employee from the Emergency Department and one employee from the Special Care Unit will be excused from duty at any one time. Special consideration will be given two additional employees who are elected to a union position.

F-2 Local Coordinator Leave

In accordance with Article 11.02 of the Central Agreement, the Hospital will grant leaves of absence without pay, to a nurse who is elected to the position of Local Coordinator, up to a total of forty (40) days each calendar year, provided four (4) weeks' notice is given in writing to the Clinical Co-ordinator or the Scheduling Clerk from the Local Coordinator whenever possible. Arrangement for staff coverage will be made by the Clinical Co-ordinator or his/her delegate at the time of the request being granted. These leaves of absence will be separate from and not counted against Leave for Union business in Article F-1 above.

F-3 Meetings

The Employer will pay the Bargaining Unit President or designate at her/his regular straight time hourly rate for all time spent attending meetings called by and scheduled by the Employer outside her/his regularly scheduled hours. Such hours will be invisible for purposes of determining premium payment.

F-4 The Bargaining Unit President will have one (1) day per month at the standard hours per shift on the unit where they work of paid leave compensated by the Employer. The purpose of such time will be to deal with membership issues and Union business.

**ARTICLE G – SCHEDULING**

G-1 The normal daily tours are:

- Eight hour shifts
- Twelve hour shifts
- 10 hour shifts (Pain Management Clinic)
- 2D 2N tours

Where the Hospital wishes to introduce in a unit or make variations to the normal tours, the shifts and the terms of the shifts will be agreed in writing between the parties prior to implementation.

Where it is determined that the start time should be changed, the employer will notify the Union 9 weeks in advance of the change and a meeting will be held to discuss such changes if requested by the Union.

G-2 Work schedules for normal daily tours will take into account the following:

- (a) Employees will not work more than seven (7) consecutive days unless requested by the employee involved and agreed to by the Hospital. Employees shall be paid premium pay for all shifts worked as a result of the Hospital's failure to comply with this provision.
- (b) Shift schedules shall be posted four (4) weeks in advance and cover a four (4) week period.

- (c) i) A mutual exchange of shifts will be submitted in writing to the attention of the Co-ordinator or their delegate. Exchanges of tours will not be unreasonably denied. These exchanges will not in any event result in premium or overtime payment by the Hospital.
- ii) A request by an employee for a change in the posted schedule must be submitted in writing to the Clinical Co-ordinator or the scheduling clerk at least forty-eight (48) hours in advance of the requested change. Such request is subject to approval by the Clinical Co-ordinator or his/her delegate, but will not be unreasonably denied. The response shall be provided to the employee who requests the change within twenty-four (24) hours of the original submission of the request, where possible.
- (d) A full-time employee is entitled to two (2) weekends off in any four (4) but the Hospital will endeavour to provide full-time employees with one (1) weekend off in two (2).

An employee will receive premium pay as provided for in Article 14.03 for all hours worked on a third (3rd) consecutive and subsequent weekend save and except where:

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

For the purpose of this section, weekend is defined as a period of fifty-six (56) consecutive hours following the Friday day tour to the Monday day tour inclusive.

If an employee working the day and night tour is scheduled for days 0700/0730 – 1500/1530 hours on Friday and nights on Sunday, starting at 2300/2330 hours Sunday night, this is considered a weekend off.

- (e) For part-time only
- At least sixteen (16) hours off will be scheduled between shift changes. At least thirty-two (32) hours off will be scheduled following the night shift when changing the schedule to either the day shift or evening shift. Where this provision is not met, the employee will be paid in accordance with Article 14.03 for time worked.
- (f) The scheduling provisions outlined above may be waived between the two pay periods which include the Christmas and New Year's period, in order to schedule employees off a minimum of five (5) consecutive days over Christmas or New Year's. This provision will not apply to employees not regularly scheduled to work weekends.



Employees, except those not regularly scheduled to work weekends will yearly alternate Christmas or New Year's time off. Unless otherwise requested by the employee, time off at Christmas will commence no later than the end of the evening shift of December 23<sup>rd</sup> and shall include December 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup>, and time off at New Year's will commence no later than the end of the evening shift of December 30<sup>th</sup> and shall include December 31<sup>st</sup> and January 1<sup>st</sup>. Operating Room employees will alternate being on-call either the Christmas or New Year's period on a yearly basis.

Employees may request either Christmas or New Year's off, subject to the alternating schedule referred to above, by October 8th of each year. The shift and on-call schedules shall be posted by November 15th of each year in each nursing unit.

Full-time only: (g), (h), (i), (j)

- (g) In any two week period two consecutive days off will be scheduled. The remaining days off may be split.
- (h) Where a full time employee rotates through days/evenings or days/nights, the Hospital will endeavour to schedule her so that there is an equitable distribution of day tours to evening or night tours.
- (i) Employees will only be scheduled to work days/evenings or days/nights unless mutually agreed otherwise.
- (j) At least sixteen (16) hours will be scheduled between shift changes. At least forty-eight (48) hours off will be scheduled following the night shift when changing the schedule to either the day shift or evening shift. Where this provision is not met, the employee will be paid in accordance with Article 14.03 for time worked.

G-3

Work schedules for extended tours will take into consideration the following:

- (a) No split shifts.
- (b) Shift schedules shall be posted four (4) weeks in advance and cover a nine (9) week period.
- (c) No more than three (3) consecutive extended tours shall be scheduled. If more than three (3) consecutive tours are worked the nurse shall be paid premium pay for all hours worked in excess of three (3) consecutive tours.
- (d) A mutual exchange of shifts will be submitted in writing to the attention of the Co-ordinator or their delegate. Exchanges of tours will not be unreasonably denied. These exchanges will not in any event result in premium or overtime payment by the Hospital.

A request by a nurse for a change in the posted schedule must be submitted in writing to the Clinical Co-ordinator at least forty-eight (48) hours in advance of the requested change. Such request is subject to the approval by the Clinical Co-ordinator or her delegate but will not be

unreasonably denied. The response shall be provided to the nurse who requests the change within twenty-four (24) hours of the original submission of the request, where possible.

- (e) A nurse shall receive either every other weekend off or two (2) weekends out of any four (4). A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third consecutive and subsequent weekend 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 only weekend work; or
  - iii) such weekend is worked as a result of an exchange of tours with another nurse.

For the purpose of this section, a weekend is defined as a period of fifty-six (56) consecutive hours following the Friday day tour to the Monday day tour inclusive.

- (f) At least forty-eight (48) consecutive hours off are to be scheduled following night tours.
- (g) The scheduling provisions outlined above may be waived between the two pay periods which include the Christmas and New Year's period, in order to schedule employees off a minimum of five (5) consecutive days over Christmas or New Year's. This provision will not apply to employees not regularly scheduled to work weekends.

Employees, except those not regularly scheduled to work weekends will yearly alternate Christmas or New Year's time off. Unless otherwise requested by the employee, time off at Christmas will commence no later than the end of the extended tour day shift /trriage shift of December 23<sup>rd</sup> and shall include December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>, and time off at New Year's will commence no later than the end of the extended tour day shift/trriage shift of December 30<sup>th</sup> and shall include December 31<sup>st</sup> and January 1<sup>st</sup>. Operating Room employees will alternate being on-call either the Christmas or New Year's period on a yearly basis.

Employees may request either Christmas or New Year's off, subject to the alternating schedule referred to above, by October 8th of each year. The shift and on-call schedules shall be posted by November 15th of each year in each nursing unit.

- (h) Article H-2 of the Collective Agreement will not apply to extended tour rotations.

Full-time only: (i), (j)

- (i) One thousand, nine hundred and fifty (1,950) paid hours in a year, to average twenty (20) tours in a six (6) week scheduling period.

- (j) At least two (2) consecutive days off will be scheduled.

G-4

Work schedules for extended ten hour tours will take into consideration the following:

- (a) There will not be less than a period of twelve (12) consecutive hours between shifts worked by an employee.
- (b) No split shifts.
- (c) Shift schedules shall be posted four (4) weeks in advance and cover a four (4) week period.
- (d) 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 thirty-seven and one-half (37½) minutes of unpaid mealtime.

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.

- (e) No more than four (4) consecutive extended tours shall be scheduled. If more than four (4) consecutive tours are worked the nurse shall be paid premium pay for all hours worked in excess of four (4) consecutive tours.
- (f) A mutual exchange of shifts will be submitted in writing to the attention of the Co-ordinator or their delegate. Exchanges of tours will not be unreasonably denied. These exchanges will not in any event result in premium or overtime payment by the Hospital.

A request by a nurse for a change in the posted schedule must be submitted in writing to the Clinical Co-ordinator at least forty-eight (48) hours in advance of the requested change. Such request is subject to the approval by the Clinical Co-ordinator or delegate but will not be unreasonably denied. The response shall be provided to the nurse who requests the change within twenty-four (24) hours of the original submission of the request, where possible.

- (g) A nurse shall receive either every other weekend off or two (2) weekends out of any four (4). A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third consecutive and subsequent weekend 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 only weekend work; or
  - iii) such weekend is worked as a result of an exchange of tours with another nurse.

For the purpose of this section, a weekend is defined as a period of fifty-six (56) consecutive hours following the Friday day tour to the Monday day tour inclusive.

- (h) At least forty-eight (48) consecutive hours off are to be scheduled following night tours.
- (i) The scheduling provisions outlined above may be waived between the two pay periods, which include the Christmas and New Year's period, in order to schedule employees off a minimum of five (5) consecutive days over Christmas or New Year's. This provision will not apply to employee's who are not regularly scheduled to work weekends.

Employees, except those not regularly scheduled to work weekends, will yearly alternate Christmas or New Year's time off. Unless otherwise requested by the employee, time off at Christmas will commence no later than the end of the extended tour day shift /trriage shift of December 23<sup>rd</sup> and shall include December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>, and time off at New Year's will commence no later than the end of the extended tour day shift/trriage shift of December 30<sup>th</sup> and shall include December 31<sup>st</sup> and January 1<sup>st</sup>. Operating Room employees will alternate being on-call either the Christmas or New Year's period on a yearly basis.

Employees may request either Christmas or New Year's off, subject to the alternating schedule referred to above, by October 8th of each year. The shift and on-call schedules shall be posted by November 15th of each year in each nursing unit.

Full-time only: (j), (k)

- (j) One thousand, nine hundred and fifty (1,950) paid hours in a year, to average twenty (24) tours in a six (6) week scheduling period.
- (k) At least two (2) consecutive days off will be scheduled.

G-5

Pursuant to Article 13 of the Collective Agreement the parties agree to adhere to the following process when implementing Extended Tours and Ten (10) Hour Tours.

- (a) Extended tours or ten hour tours shall be introduced into any unit when,
  - i) eighty percent (80%) of the employees in the unit so indicate by secret ballot, and
  - ii) the Hospital agrees to implement extended tours. Such agreement shall not be withheld in an unreasonably arbitrary manner.
- (b) Extended tours and ten (10) hour tours may be discontinued in any unit when:
  - i) fifty percent (50%) of the employees 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 extended tours in the schedule.

(c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:

- i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- ii) where it is determined that the extended tours or ten (10) hour tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended.

G-6 (a) The weekend premium as per Article 14.15 of the Central Agreement shall be paid for all hours worked between 2300/2330 hours Friday to 2300/2330 hours Sunday.

(b) For purposes of application of Central Agreement Article 14.10, the evening shift shall be defined as 1500/1530 to 2300/2330 hours and the night shift shall be defined as 2300/2330 to 0700/0730 hours.

G-7 Work Schedules for extended 2D 2N tours will take into consideration the following:

When the Hospital and the Union agree, the 2D 2N extended tour schedule may be instituted where eighty percent (80%) of those Employees on a particular nursing unit who vote have so indicated by secret ballot. The Union shall conduct such votes.

When less than eighty percent (80%) of the staff on a particular nursing unit vote, as outlined in paragraph 2, in favour of the 2D 2N extended tour schedule by secret ballot, the Union may approach the Hospital and ask them to reconsider the implementation of a combination 2D 2N extended tour schedule, other extended tours and a normal (7.5 hour) tour in a particular unit.

Where the parties agree, the eighty percent (80%) figure may be varied and may be applied to combined full-time and regular part-time vote or to separate full-time and regular part-time votes.

The Hospital shall make space available to the Union in order to permit the Union to conduct a vote to ensure the full-time and regular part-time Unit staff have indicated their preference for the proposed schedule.

At any meeting with the Employer to discuss the 2D 2N schedule, a member of the Local Executive should be in attendance.

The 2D 2N schedule may be discontinued in any unit when:

- (a) Sixty-five percent (65%) of the staff in a unit so indicate by secret ballot; or
- (b) Where the Hospital decides to do so because of:
  - i) Adverse effects on patient care, or
  - ii) Inability to provide a workable staffing schedule, or
  - iii) Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule;
- (c) When notice of intention to discontinue in accordance with (a) or (b) is given by either party, then:
  - i) The parties shall meet within four (4) weeks of the notice to review the request for discontinuation; and
  - ii) Where it is determined that the extended tours will be discontinued, affected staff shall be given sixty (60) days notice before the schedules are so amended.
- (d) The Following Scheduling Provisions will be adhered to:
  - i) No split shifts.
  - ii) Shift schedules shall be posted four (4) weeks in advance and cover a nine (9) week period.
  - iii) No more than four (4) consecutive extended tours shall be scheduled. If more than four (4) consecutive tours are scheduled the nurse shall be paid premium pay for all hours worked in excess of four (4) consecutive tours.
  - iv) A mutual exchange of shifts will be submitted in writing to the attention of the Co-ordinator or their delegate. Exchanges of tours will not be unreasonably denied. These exchanges will not in any event result in premium or overtime payment by the Hospital.

A request by a nurse for a change in the posted schedule must be submitted in writing to the Clinical Co-ordinator at least forty-eight (48) hours in advance of the requested change. Such request is subject to the approval by the Clinical Co-ordinator or delegate but will not be unreasonably denied. The response shall be provided to the nurse who requests the change within twenty-four (24) hours of the original submission of the request, where possible.
  - v) If an Employee is required to work on a fourth (4<sup>th</sup>) and subsequent consecutive weekend, she/he will receive premium payment as defined in the Central agreement for all hours worked on that 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 requested only weekend work; or
- C) such weekend is worked as a result of an exchange of tours with another nurse.

For the purpose of this section, a weekend is defined as a period of fifty-six (56) consecutive hours following the Friday day tour to the Monday day tour inclusive.

- vi) The scheduling provisions outlined above may be waived between the two pay periods which include the Christmas and New Year's period, in order to schedule employees off a minimum of five (5) consecutive days over Christmas or New Year's.

Employees will yearly alternate Christmas or New Year's time off. Unless otherwise requested by the employee, time off at Christmas will commence no later than the end of the extended tour day shift /triage shift of December 23<sup>rd</sup> and shall include December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>, and time off at New Year's will commence no later than the end of the extended tour day shift/triage shift of December 30<sup>th</sup> and shall include December 31<sup>st</sup> and January 1<sup>st</sup>. Operating Room employees will alternate being on-call either the Christmas or New Year's period on a yearly basis.

Employees may request either Christmas or New Year's off, subject to the alternating schedule referred to above, by October 8th of each year. The shift and on-call schedules shall be posted by November 15th of each year in each nursing unit.

- vii) Article H-2 of the Collective Agreement will not apply to extended tour rotations.

Full-time only: (viii), (ix)

- viii) Employees shall receive 5 consecutive days off following the fourth extended tour worked except as provided in (ix) below:

- ix) In order to be scheduled 1950 hours in one year the employee will be scheduled three 12 hour tours over the course of the calendar year prior to any casual being scheduled. These tours will be mutually agreed upon between the parties.

- (e) All schedules will be done on the basis that each full-time Employee will be scheduled for 1,950 hours per year.

G-8 Lieu Time Off

Where an employee has chosen equivalent time off in lieu of pay in accordance with Article 14.09, such time off shall be scheduled at a mutually agreeable time as soon as possible after it is earned. Such time may be accumulated to a maximum of forty five (45) hours for Full Time employees and forty-five (45) hours for Part Time employees. Any time in excess of the maximum amounts referred to above will be paid out within the current pay period.

Lieu banks will be paid out at the end of the fiscal year except that a nurse may request and the Hospital may approve, in its discretion, a carry-over of some or an employee's entire lieu bank to the next fiscal year. Such requests must be submitted in writing to the Director of Clinical Services by March 1.

A nurse who wants to request a payout of some or all of the lieu bank prior to the annual end of March payout must submit a written request to the Director of Clinical Services at least eight (8) calendar days prior to payday. The requested monies will then be included with the next regular deposit.

G-9 Part-time only

(a) Regular part-time employees' commitment to be available for work as required by the Hospital will include the following:

- i) available to work two (2) weekends in four (4).
- ii) available to work at least three (3) scheduled normal tours or two (2) extended tours per week or any combination of forty-five (45) hours in a two week period for those employees working composite positions.

(b) It is understood that part-time employees hired after January 1, 1989 will be available all three shifts if necessary with the understanding that the Hospital will endeavour to require each employee to work days/evenings or days/nights unless mutually agreed otherwise.

(c) All regular part-time employees in a unit will be scheduled up to their committed hours by seniority before any casual part-time employees are utilized.

(d) Part-time only

When regular part-time employees on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours based on the following order:

- Regular part-time employees, including job sharers, on the unit on the basis of seniority, then,
- casual employees on the unit on the basis of seniority.



Subject to the following:

- i) Employees who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital;
  - ii) a tour will be deemed to be offered whenever a call is placed;
  - iii) it is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
  - iv) when a regular part-time employee accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made;
  - v) provided they are qualified, employees may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing hospital practice.
- (e) For the purposes of scheduling during the two pay periods which include the Christmas and New Year's period, the scheduling provision of three (3) normal tours or two (2) extended tours per week may be averaged over a two (2) week period but shall not exceed three (3) consecutive extended tours or five (5) consecutive normal tours.

G-10 it is agreed that an employee's availability for additional tours and/or overtime does not waive any employee's right to premium payment provided for under this collective agreement.

G-11 Reassignment of Staff in Accordance with 10.08

In accordance with Article 1.02, the parties agree that the need to ensure safe, quality care on both the sending and the receiving area will be the primary consideration in all reassignment decision making. Accordingly the selection of the nurse to be reassigned will be made in the following order:

- (a) the most senior nurse who volunteers to be reassigned;
- (b) a casual working on that tour;
- (c) the least senior regular part-time nurse, including job share nurses working that tour;
- (d) the least senior full-time nurse working that tour;

In accordance with Article 10.07 (g) of the Collective Agreement, it is understood that nurses who volunteer or who are designated for reassignment, will only be reassigned if they are qualified to perform the available work in the Unit or area where the reassignment is to occur.

The above procedure is subject to ensuring that the nurses remaining on the area are qualified to perform the available work and will take into account the date of the previous reassignments.

In the event that a nurse is not selected following the order outlined above, the Manager or designate will work in consultation with staff to determine the appropriate reassignment.

- G-12 When a permanent full time line becomes vacant in a unit, it shall be offered to permanent full-time nurses on that unit up to two (2) times, in accordance with article 10.07, prior to posting the vacancy hospital wide.

## **ARTICLE H – HOLIDAYS**

- H-1 The days designated under Article 15.01 are:

New Year's Day - January 1	Family Day (3rd Monday in February)
Good Friday	Easter Monday
Victoria Day	Canada Day - July 1
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day - November 11
Christmas Day - December 25	Boxing Day - December 26

- H-2 Where the employee is scheduled off on a weekend in conjunction with a paid holiday, the Hospital will schedule the employee off on the paid holiday, unless required.

Where the employee is scheduled to work a weekend in conjunction with a paid holiday, the Hospital will schedule the employee to work the paid holiday, if required.

This clause will not apply to extended tour rotations.

- H-3 Full-time only

Where an employee is entitled to a lieu day under Article 15.04 or 15.05, such day off must be taken at a mutually agreeable time within thirty (30) days before or after the holiday or payment shall be made in accordance with Article 15.03.

## **ARTICLE I – VACATIONS**

- I-1 The date for determining vacation entitlement under Article 16.01 shall be June 1st.

- I-2 Vacations shall be scheduled as follows:

- (a) All requests for vacations for the period May 15th to November 14th must be submitted to the Hospital by March 31st of each year. This vacation schedule shall be posted by May 1st.
- (b) All requests for vacation for the period November 15th to May 15th must be submitted by October 1st of each year. The vacation schedule shall be posted by November 1st.

- (c) In scheduling vacation requests, preference will be given to employees in accordance with their seniority, staffing requirements of the unit, provided the employee exercises this right by the dates established in a) or b) above, after which time vacation requests, which must be in writing, will be scheduled on a first come, first served basis.
- (d) Employees may request and be granted up to five (5) days vacation in single days off.
- (e) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following the vacation if the schedule has not been posted for said date.

1-3 Vacations will not be scheduled during the two pay periods which include the Christmas and New Year's period. However, vacations will be considered in extenuating circumstances.

1-4 Supplementary vacation

Full-time nurses entitled to supplementary vacation pursuant to article 16.01(f) of the central Collective Agreement will request such vacation as per article I-2. Unused supplementary vacation will be carried over to the following vacation year(s).

Part-time nurses entitled to supplementary vacation pursuant to article 16.06 of the central Collective Agreement will request such vacation as per article I-2. Unused supplementary vacation will be carried over to the following vacation year(s). The additional two percent (2%) vacation pay will be paid out within one (1) month of earning the supplementary vacation.

I-5 A maximum of thirty seven and one half (37.5) hours of vacation may be carried over from one vacation year to the next vacation year. For special circumstances, requests for additional carryover may be approved by the employees' direct leader.

**ARTICLE J - BULLETIN BOARDS**

J-1 The Hospital will provide bulletin boards at each clinical area and the cafeteria for posting of notices related to Union business. All notices shall be signed by the Bargaining Unit President or her designee.

J-2 Electronic Communication

The Employer agrees to provide computer access and access to e-mail for the Bargaining Unit President or a designated Committee Member to electronically communicate notices or information pertaining to the Union and its membership. Such use will comply with the Hospital's policies and procedures on the use of electronic communication.

**ARTICLE K - JOB SHARING**

- K-1 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:
- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
  - (b) Where the job sharing arrangement arises out of the filling of a vacant full-time position both job sharing positions must be posted and selection based on the criteria set out in the Collective Agreement. An incumbent full-time employee wishing to share her position may do so without having her half of the position posted. However, the other half of the job shared position must be posted and the selection based on criteria set out in the Collective Agreement.
  - (c) All job sharers shall be treated as regular part-time employees and be subject to the provisions of the part-time Collective Agreement except as referred in item (i).
  - (d) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing in the full-time position or another regular part-time position. If she does not continue full-time, the position must be posted according to the Collective Agreement. The job sharers will have the option of reverting back to a regular part-time position, if and when a job sharing arrangement is cancelled.
  - (e) The job sharers will not be scheduled to work more than ten (10) days in a two (2) week period between them. If either of the job sharers are called to work extra shifts as requested by the Employer other than for their portion, they will be paid at their straight time regular rate of pay.
  - (f) Total hours worked by the two job sharers shall be equal to one full-time position. Schedules for job sharers shall conform to the schedule provisions of the full-time Collective Agreement. The division of these hours over the schedule shall be determined by mutual agreement between the two employees. Three (3) week days (Monday - Friday) before the posting of the new schedule, the Coordinator will be informed by writing of the division of the time by the two job sharers. Any changes made during the schedule by the job sharers will be reported to the Director, P.C.S. or her designate.
  - (g) Each job sharer may exchange shifts with her partner, as well as other qualified employees in accordance with the Collective Agreement and item (f).

(h) 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 clinical co-ordinator 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) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Agreements

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit clinical co-ordinator, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

- (i) Job sharers will determine between themselves which partner will work on scheduled paid holidays subject to the conditions of the Full-time Collective Agreement and item (f). Only one job sharer shall be scheduled to work either the Christmas or New Year's holidays.
- (j) Each party to this Agreement shall have the option of cancelling the Arrangement with sixty (60) days' written notice.
- (k) Any issue arising out of the enforcement of this Agreement will be dealt with at a Hospital Association Meeting.

**ARTICLE L - PRE-PAID LEAVE PLAN**

L-1 Pre-paid leave plan - one full-time employee and one part-time employee shall be the maximum number of employees off work in any one year. If no one applies from one bargaining unit to enter the plan, an additional employee may apply from the other bargaining unit. However, the maximum remains at two employees.

**ARTICLE M – MISCELLANEOUS**

M-1 The Hospital agrees to provide scrub uniforms to those employees working in Emergency Department and Operating Room at no cost to those employees and this practice will not be discontinued without sixty (60) days' notice to the Union and discussion at the Hospital-Association Committee.

M-2 Full time employees may be considered for temporary full time vacancies on the same basis as regular part-time employees.

M-3 Modified Work

- (a) The Hospital will notify the Bargaining Unit President and the Return to Work representative of the names of all employees off work due to a work

related injury (whether or not the employees are in receipt of WSIB Benefits) and those on LTD by the 15th of each month.

- (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 the Return to Work representative or designate of the Ontario Nurses' Association to discuss any restrictions and/or accommodation surrounding the employee's return to suitable work.
- (c) The Hospital agrees to provide the employee with a copy of the Workplace Safety Insurance Board Form 7 at the same time as it is sent to the Board.
- (d) The Hospital and the Union recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their safe return to work.

M-4 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 fifteenth (15<sup>th</sup>) 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.

M-5 Notification to Unsuccessful Job Applicants

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

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

M-6 Violence in the Workplace

- (a) Violence shall be defined as any incident in which a nurse is threatened or assaulted during the course of their employment. This includes the application of force, threats with or without weapons, as well as severe verbal abuse. The Hospital agrees that such incidents will not be condoned in the workplace. Any nurse who encounters such acts of violence in the workplace shall verbally report the incident to his/her supervisor immediately and complete an Unusual Occurrence Report, whether experienced directly by the nurse or if witnessed as an incident involving another employee.
- (b) The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Occupational Health and Safety Committee to

deal with workplace violence. The policy will address the prevention of violence and the management of violent situations. Prior to implementing any changes to these policies, the Hospital agrees to consult with the Joint Health and Safety Committee. These policies and procedures shall be communicated to all employees.

- (c) The Hospital will ensure that there is a procedure to report all incidents of violence to the Joint Occupational Health and Safety Committee.
- (d) The Hospital agrees to provide education, training and information on their violence in the workplace policy. The employer will review this policy during new employee's orientation and update staff annually or as per legislation
- (e) The Hospital will ensure that all reports of assaults resulting in injury are reported to the Workplace Safety and Insurance Board (WSIB) in accordance with WSIB policy.
- (f) The Hospital will notify the JHSC and the Bargaining Unit President or designate in writing of all incidents related to violence within four (4) days. Such notices will contain all of the information as prescribed on Section 5 of the Health Care Regulations.
- (g) The Hospital agrees that where there is a risk of violence, measures will be in place to ensure access to trained employees and assistance.
- (h) The Hospital shall provide for reasonable repair or replacement cost for damage to an employee's personal belongings (clothing, watch, glasses, contact lenses and prosthesis; jewellery is excluded with the exception of plain wedding bands) directly attributed to an assault while performing her work. It is understood that reimbursement shall be subsequent to completion of a Hospital Unusual Occurrence Report and the employee's provision of a receipt. The employee will endeavour to present her or his claim to the Hospital within seven (7) days after the event, unless it was not possible for her or him to so do during this period.

#### **ARTICLE N - MENTORSHIP**

- N-1 The Employer will provide, on a regular basis, all nurses with the opportunity to indicate their interest, in writing, to assume a mentorship role. Application forms will be available on each of the units.

Dated at Ingersol, Ontario, this 13th day of December, 2018.

FOR THE EMPLOYER

FOR THE UNION

Andrew Pearson

Shannon Hunt  
Labour Relations Officer

Sonya Lobsinger

Pat Daltrey

Cheryl Pfaff

Nicole Lee

Angela Lekavicius

Bev Yeandle

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**LETTER OF UNDERSTANDING**

Between:

**ALEXANDRA HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Scheduling Committee

The parties agree to co-operate during the term of this Collective Agreement to discuss scheduling options which will provide for alternative schedules where such alternatives are desired.

The Hospital agrees that it will continue its present practice with respect to the supplying of information concerning scheduling to the Union.

The Hospital shall endeavour to implement schedules acceptable to the employees and recommended by the Committee.

The Hospital shall provide the Union with a copy of the work schedules for the waived period covering Christmas and New Years by November 1<sup>st</sup> of each year. If the Scheduling Committee has any suggestions, a meeting will be requested and the suggestions will be discussed before the schedule is posted.

Dated at Ingersol, Ontario, this 13th day of December, 2018.

FOR THE EMPLOYER

FOR THE UNION

Andrew Pearson

Shannon Hunt  
Labour Relations Officer

Sonya Lobsinger

Pat Daltrey

Cheryl Pfaff

Nicole Lee

Angela Lekavicius

Bev Yeandle

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**LETTER OF UNDERSTANDING**

Between:

**ALEXANDRA HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Individual Special Circumstance Arrangement

All individual special circumstance schedule arrangements will be discussed and agreed to by the individual employee, the Labour Relations Officer, and the Employer Representative in writing and in accordance with Article 13.05 of the Central Hospital Agreement.

Dated at Ingersol, Ontario, this 13th day of December, 2018.

FOR THE EMPLOYER

FOR THE UNION

Andrew Pearson

Shannon Hunt  
Labour Relations Officer

Sonya Lobsinger

Pat Daltrey

Cheryl Pfaff

Nicole Lee

Angela Lekavicius

Bev Yeandle

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**LETTER OF UNDERSTANDING**

Between:

**ALEXANDRA HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Perioperative Area

The parties agree that this Letter of Understanding is relevant to the Perioperative Area only.

1. Where regular part-time nurses are scheduled to work less than a normal tour (7 ½ hours), Article G in its entirety applies except as amended by the following:
  - (a) The Hospital will endeavour to keep the number of tours comprised of less than seven and one-half (7 ½) hours to a reasonable level.
  - (b) Nurses shall be granted a rest period.
  - (c) Nurses shall not be scheduled to work more than five (5) consecutive tours.
  - (d) Shift schedules shall be posted at such time as the Perioperative Area Supervisor or her delegate can determine staffing needs of the unit, at least four (4) weeks in advance.
  - (e) Standby assignments will be posted four (4) weeks in advance and cover a four (4) week period and such assignment will be distributed through the self-scheduling process as equitably as possible amongst the nurses in the Perioperative Area.
  - (f) Regular part-time nurses will be available to work at least twenty-two and one-half (22 ½) scheduled hours per week (refer G-7 (a) ii).
2. Standby
  - (a) Nurses scheduled for standby shall be provided with a beeper.
  - (b) The Hospital will make available, at the Hospital, suitable accommodation for nurses wishing to stay at the Hospital while on standby.
3. Any hours that become available for the day shift, Monday to Friday, and such hours are known for a period of time greater than sixteen (16) hours, will be considered as scheduled hours rather than as a call back.

Perioperative Area  
Page two

Dated at Ingersol, Ontario, this 13th day of December, 2018.

FOR THE EMPLOYER

FOR THE UNION

Andrew Pearson

Shannon Hunt  
Labour Relations Officer

Sonya Lobsinger

Pat Daltrey

Cheryl Pfaff

Nicole Lee

Angela Lekavicius

Bev Yeandle

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**LETTER OF UNDERSTANDING**

Between:

**ALEXANDRA HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Pain Management Clinic

For purposes of coverage for the Pain Management Clinic, employees may be scheduled to work a ten (10) hour tour which will consist of 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37.5) minutes of unpaid meal time. Employees 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 (37.5) minutes.

All other provisions of the Central and Local Agreement will be adhered to for this position.

Dated at Ingersol, Ontario, this 13th day of December, 2018.

FOR THE EMPLOYER

FOR THE UNION

Andrew Pearson

Shannon Hunt  
Labour Relations Officer

Sonya Lobsinger

Pat Daltrey

Cheryl Pfaff

Nicole Lee

Angela Lekavicius

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