

**LOCAL APPENDICES TO THE
COLLECTIVE AGREEMENT**

Between:

**ARNPRIOR & DISTRICT MEMORIAL HOSPITAL
AND
THE GROVE NURSING HOME**
(Hereinafter referred to as the "Hospital")

And:

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

Expiry Date: **March 31, 2025**

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APPENDIX 3 – SALARY SCHEDULEHourly Rates

Classification - Registered Nurse		
Step	April 1, 2023	April 1, 2024
Start	\$37.93	\$39.07
1 Year	\$38.88	\$40.05
2 Years	\$39.86	\$41.06
3 Years	\$41.65	\$42.90
4 Years	\$43.52	\$44.83
5 Years	\$45.70	\$47.07
6 Years	\$47.98	\$49.42
7 Years	\$50.38	\$51.89
8 Years	\$54.37	\$56.00

Classification – Care Facilitator		
Step	April 1, 2023	April 1, 2024
Start	\$41.93	\$43.19
1 Year	\$42.88	\$44.17
2 Years	\$43.86	\$45.18
3 Years	\$45.65	\$47.02
4 Years	\$47.52	\$48.95
5 Years	\$49.70	\$51.19
6 Years	\$51.98	\$53.54
7 Years	\$54.38	\$56.01
8 Years	\$58.37	\$60.12

Part-Time Nurse:

The hourly salary rate inclusive of the percentage in lieu of fringe benefits shall be calculated in accordance with the following formula: Applicable straight time hourly rate + applicable%

APPENDIX 4 – SUPERIOR CONDITIONS

MEMORANDUM OF AGREEMENT DATED JAN. 20, 1983

Clause # Central Agreement Full-time	Applicable clause from existing collective agreement
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10.04 Note: Nurses presently enjoying the accumulation of seniority for greater periods shall continue to receive such seniority benefits while employed by the Hospital.

13.04 Seniority shall be accumulated in the following circumstances:

(c) When on sick leave or Worker's Compensation in which case seniority will continue to accumulate for the length of coverage.

12.02 Nurses with a sick leave bank established December 31, 1982 shall on termination, discharge or death be entitled to a cash payout of 50% of her unused sick leave credits.

APPENDIX 4 – SUPERIOR CONDITIONS

MEMORANDUM OF AGREEMENT DATED JAN. 20, 1983

Clause #
Central
Agreement Applicable clause from existing collective agreement
Part-time

- 15.08 Note: 23.02 When a nurse works on a holiday she shall receive premium pay at the rate of two and one-half (2 ½) times for the first seven and one-half (7 ½) hours worked on such holiday.
- 23.04 A nurse who does not work on a holiday shall receive holiday pay provided she has worked at least twelve (12) days during the four (4) weeks immediately preceding the holiday.

APPENDIX 5 – LOCAL PROVISIONS

ARTICLE A – RECOGNITION

- A.1 The employer recognizes the Association as the exclusive bargaining agent for all registered nurses and all nurses with a temporary certificate of registration employed by the Arnprior and District Memorial Hospital and The Grove Nursing Home, at Arnprior engaged in a nursing capacity, save and except Head Nurses, persons above the rank of Head Nurse, Co-ordinator of Education/Special Projects, and Occupational Health/Infection Control Co-ordinator.
- A.2 The Employer recognizes the Association as the exclusive bargaining agent for all registered nurses and all nurses with a temporary certificate of registration employed by the Arnprior and District Memorial Hospital and The Grove Nursing Home, at Arnprior engaged in a nursing capacity who are employed part-time save and except Head Nurses, persons above the rank of Head Nurse, Co-ordinator of Education/Special Projects, and Occupational Health/Infection Control Co-ordinator.

Note: Temporary certificate of registration replaces graduate nurse.

ARTICLE B – MANAGEMENT RIGHTS

- B.1 The Association recognizes and acknowledges that the management of the Employer's operations and direction of the nurses are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order and efficiency;
 - (b) hire, promote, demote, classify, transfer, lay-off, and retire employees and to discipline, suspend or discharge any nurse for just cause, provided, subject to Article 7.06, that a claim by a nurse that she has been discharged, suspended or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) make, enforce and alter from time to time reasonable rules and regulations to be observed by the nurses;
 - (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the methods and techniques of work, the number of nurses to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which

shall remain solely with the Employer except as specifically limited by the provisions of this agreement.

- (e) Management rights will be exercised in a manner consistent with the collective agreement.

ARTICLE C – ASSOCIATION REPRESENTATION

C.1 The following shall represent both full-time and part- time bargaining units:

- 1. Negotiating Committee - 3 members
- 2. Grievance Committee - up to 3 members
- 3. Hospital Association Committee - up to three (3) one of whom shall be part-time
- 4. Nurse Representatives - 1 - Inpatient Unit
1 - ER
1 - OR
1 - Grove

C.2 All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Chief Executive Officer or his designate and the Bargaining Unit President of the Association.

C.3 A representative of the Association shall be given the opportunity to interview each new nurse within their regular working hours without loss of pay for a maximum of fifteen (15) minutes. Such interview will be scheduled into the regular orientation at a time agreeable to the Hospital and the Association. The purpose of this meeting is to acquaint the new nurse of her responsibilities and obligations to the Association. The Hospital/Grove will provide advanced notice of at least two (2) weeks by fax/email and the schedule of orientation to the association, the association will provide to the Hospital/Grove the name of the association representative who will be attending. The Hospital/Grove and the ONA representative will schedule a time during the orientation for the interview.

C.4 Professional Development Committee

The employer shall recognize a joint committee of two (2) union representatives and two (2) employer representatives who will meet to develop and implement guidelines which govern this committee. The union representatives will be chosen by ONA membership.

C.5 Professional Practice Committee

The Hospital shall recognize a Professional Practice Committee which includes one RN representative from the Grove, one representative from ER/OR and two representatives from the Inpatient Unit.

C.6 Fiscal Advisory Committee

The employer shall recognize one (1) (and an alternate) ONA representative as members of the Fiscal Advisory Committee.

C.7 Hospital-Association Committee

The Hospital shall recognize two (2) ONA representatives in addition to the Bargaining Unit President, as members of the Hospital-Association Committee, with equal representation from the Employer. When a regular nurse is not available, she/he may be replaced by an alternate appointed by the Union. Any other person may attend by agreement of the parties.

The Bargaining Unit President/designate will identify to the Hospital which committee members qualify for payment under Article 6.03 (e) at each Hospital-Association Committee meeting.

C.8 Occupational Health and Safety Committee

The Hospital will recognize one (1) ONA representatives as members of the Joint Occupational Health and Safety Committee. When a regular member of the Committee is not available, she/he may be replaced by an alternate, appointed by the Union.

ARTICLE D – LEAVE FOR ASSOCIATION BUSINESS

D.1 Leave for Association business will not total more than thirty (30) working days per one (1) calendar year and no more than three (3) persons shall be granted leave at any one time. Requests for such leave are to be given to the Chief Executive Officer or his designate at minimum, least fourteen (14) calendar days in advance, if possible. There shall be a limit of one nurse from the Grove Nursing Home at any one time.

D.2 Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Coordinator. Subject to notice as provided in D.1, it is understood and agreed that a Local Coordinator shall be granted such leave(s) as she/he may require fulfilling the duties of the position.

ARTICLE E – HOURS OF WORK - SCHEDULING

(Refers to full-time unless specifically indicated otherwise)

E.1 The Hospital shall make every effort to schedule hours of work in accordance with the following principles:

- (a) Schedules shall provide for two days off each week. In any two week period, at least two (2) consecutive days off must be scheduled. The remainder may be split.
- (b) Up to seven (7) consecutive days of work may be scheduled.
- (c) Schedules shall provide for at least one (1) weekend off in two (2).
- (d) At least once in six (6) weeks a weekend shall consist of three (3) days including Saturday and Sunday.
- (e) Every possible effort shall be given to provide Friday as part of the weekend for those nurses working the afternoon or night shifts, immediately preceding the weekend.
- (f) Every possible effort shall be given to provide at least sixteen (16) hours off between shifts for seven and one-half (7.5) hour tours, and twelve (12) hours off for extended tours.
- (g) Every possible effort shall be given to provide at least forty-eight (48) hours off between completion of the night shift and commencement of the day shift.
- (h) Every possible effort shall be given to provide an equal number of weeks on days as on the evening and/or night shifts.
- (i) A nurse may not be required to change tours of duty more than once during a work week.

E.2 Full-Time/Part-time

- (a) Requests for changes prior to the posting of the work schedule shall be submitted in writing at least ten (10) days in advance of the posting.
- (b) Requests for shift switches to the work schedule once they have been posted, must be submitted in writing to the Nurse Manager at least five (5) days in advance of the requested date. When a nurse has requested to switch shifts, the name of the nurse willing to switch will be provided, it being understood that such change shall not result in additional cost to the employer, and subject to Manager approval.

The employer will respond to the request for changes after the schedule is posted as soon as possible within five (5) business days of receiving the request. Requests will not be unreasonably denied.

After the switch has been approved in a case where the nurse calls in sick the employer shall find a replacement.

- (c) The nurse who exchanges her day off to work for a nurse will not be paid premium pay for time worked as a result of the exchange to work the shift for scheduled time off.

E.3 Full-Time/Part-Time

Prior to the posting of a vacant permanent Evening or Night position, consultation with the Union will occur if there is a need to post a different schedule for the vacant position.

E.4 Premium payment of time and one half (1 ½) shall be paid to a nurse as follows:

(a) Full-Time

For all work performed after working seven (7) consecutive tours without two (2) days off until such days off are granted.

(b) Full-time/Regular Part-time

For all work performed on her second consecutive and subsequent weekend worked, 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 the result of an exchange of shifts with another nurse.

(c) Time Off Between Shifts – Normal Tours 7.5 Hour Shifts

- i) For all work performed on their next shift if the nurse had less than sixteen (16) hours off between shifts. Premium pay under this provision shall not apply where a nurse is authorized to work overtime immediately following a seven and one-half (7.5) hour shift.

(d) Time Off Between Shifts – Extended Tours - 11.25 Hour Shifts

- i) For all work performed on their next shift if the nurse had less than twelve (12) hours off between shifts. Premium pay under this provision shall not apply where a nurse is authorized to work overtime immediately following an 11.25 hour shift.

E.5 Full-Time/ Part-Time

The working schedule, including standby, shall be available on the respective electronic drives at the Hospital and the Grove at least four (4) weeks in advance and cover an eight (8) week period. Requests for changes to the working schedule prior to posting shall be submitted in writing at least ten (10) days in advance of the posting, if possible. The employer will ensure that a copy of the primary posted schedule will be sent to the Union for historical reference.

E.6 Full-time/Regular Part-time

Any standby, overtime and call-back time shall, as far as practically possible, be divided equally among nurses qualified and willing to perform the work.

E.7 Nurses shall not be required to be on standby on their normal days off.

E.8 Full-Time/Regular Part-Time

- (a) The Hospital, when possible, will schedule weekends off from the completion of the Friday day tour to the commencement of the Monday day tour for nurses who are not on permanent shifts.
- (b) Every possible effort shall be given to provide Friday as part of the weekend for those nurses working the afternoon or night shifts, immediately preceding the weekend.

E.9 Full-Time/Part-Time

For purposes of Article 14.15, the weekend premium shall be paid from 2330 Friday to 2330 Sunday.

E.10 Full-Time/Part-Time

For the purposes of Article 14.10 the hours for the normal seven and one-half hour tours are:

At the Hospital:

Day Shift	-730-1530
Evening Shift	-1530-2330
Night Shift	-2330-0730

At the Grove:

Day Shift	-700-1500
Evening Shift	-1500-2300
Night Shift	-2300-0700

E.11 Full-Time/Part-Time

Where a nurse elects equivalent time off in accordance with Article 14.09, such time will be taken at a mutually agreeable time within that fiscal year or payment shall be made on the pay for the pay period which includes March 31.

E.12 Any accumulation of banked Overtime in excess of 37.5 hours that is not taken by March 31st of each year will be paid out.

E.13 In the absence of the Care Facilitator a nurse assigned Team Leader responsibilities will be compensated in accordance with Article 19.04 (d).

ARTICLE F – PART-TIME SCHEDULING

(Refers to part-time unless specifically indicated otherwise)

F.1 (a) Unit master rotations will as far as possible provide for an equal number of shifts worked. Whenever a new master rotation is developed nurses will choose by seniority.

(b) Cancellations will be done in reverse order of seniority of casual nurses, then part time nurses and then the full time nurses based on the current posted seniority list.

F.2 Regular Part-Time Nurses agree to be available for work, as follows:

(a) For two (2) of three (3) shifts scheduled except as provided in E.3.

(b) For at least four (4) weeks during July and August inclusive as relief for full-time vacation periods.

(c) For one (1) weekend out of two (2);

(d) For either the Christmas period or the New Year's period as defined in Article H.3: *alternating each year*;

(e) Should a nurse fail to be available according to the aforementioned requirements, the Employer shall not be required to schedule her as provided in Article F.3.

F.3 (a) Prior to the posting of the work schedule as per E.5, available shifts will be assigned equitably by seniority within the pay period based on the nurse's availability and qualification to do the available work.

(b) Regular part-time nurses working in a hospital unit will be scheduled up to their commitment per the master schedule.

- (c) Regular part-time and casual nurses will declare their availability for additional tours ten (10) days in advance of the posted schedule.

When additional tours are scheduled prior to the posting period, regular part-time and casual nurses will be responsible to check the posted rotation to confirm when they have been scheduled to work.

- (d) Once the schedule is posted all shifts shall be considered additional and will be offered equitably by seniority to regular part-time nurses including job shares based on written availability, and qualification to do the available work before being offered to casual nurses.
- (e) A regular part-time nurse or casual nurse who declares themselves available before or after the posted schedule, and later becomes unavailable is required to notify their manager or delegate as soon as this change in availability becomes known.
- (f) Casual and Regular Part-time nurses who make themselves available at the secondary site will be offered shifts in order of seniority after the Regular Part-time nurses from that primary site have been offered the shifts.
- (g) At "The Grove" the available shifts will be offered equitably by seniority within the pay period for. Regular part-time nurses that have made themselves available.

F.4 When a regular part-time nurse is scheduled to work a weekend adjacent to a paid holiday and a part-time nurse is to be called to work that holiday, the nurse working the weekend shall be given the opportunity to work the holiday, providing she has the necessary skills. The offer will be made on the basis of seniority amongst the affected nurses where more than one RPT nurse is scheduled on or working the holiday weekend.

ARTICLE G – EXTENDED TOURS AND INNOVATIVE UNIT SCHEDULING

G.1 Schedules shall be established by mutual agreement between the Hospital and the designated representative of the Union.

G.2 Voting Guidelines

A vote is required on a Unit for the introduction of, or continuation of innovative scheduling and/or extended tours as per the following guidelines and procedures.

The purpose of these guidelines is to ensure that all staff members eligible to vote have the opportunity to do so.

Scheduling of Voting

- 1 The date(s) and time(s) at which voting is scheduled to take place will be posted least one week in advance to ensure that staff on the Unit are fully aware.
- 2 Voting times will be scheduled to coincide with the Unit's operation to ensure that all shifts have the opportunity to participate in the voting process (i.e. day/evening/night shift).

Eligibility to Vote

- 1 Voting will be conducted by secret ballot. Only permanent part-time and permanent full-time staff are eligible to vote and as determined by the parties.
- 2 A list of eligible full and part-time nurses will be made available during the voting process to enable the tracking of voting participants.

Results

- 1 The designated ONA representative and unit's nurse manager or delegate will act as scrutineers for the voting process.
- 2 In order for the introduction or continuation of an innovative unit scheduling initiative, seventy-five (75%) of the full-time and regular part-time employees that cast a vote must have voted in favour of the schedule.
- 3 The final counts of the vote will be the total of all staff who participated in the vote. There will be no separate count totals of full time and part times votes.
- 4 The results of the vote will be communicated to the unit accordingly.

Discontinuation

- 1 The scheduling initiative may be discontinued on the unit when 51% of the full-time and regular part-time employees on the unit indicate by a secret ballot vote or if the employer provides evidence of any of the following reasons:
 - adverse effects on patient care;
 - inability to provide a workable staffing schedule;
 - where the hospital identifies other reasons that are neither unreasonable, arbitrary or in bad faith.

When notice of discontinuation is provided by either party in writing in accordance with the above, the parties shall meet within two weeks of the

receipt of such notice and will review the request for the discontinuation.

Where it is determined the scheduling initiative will be discontinued, affected employees will be give (90) ninety days notice before any changes are put into effect.

ARTICLE H – PAID HOLIDAYS

H.1 Full-time nurses shall receive the following holidays without loss of pay:

New Years Day	Civic Holiday
Family Day 3 rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
July 1 st	Boxing Day

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

H.3 Unless mutually agreed otherwise in writing, all nurses shall receive five (5) or more consecutive days off at either the Christmas period or New Year's period. For the purpose of clarification, the Christmas period is defined as 07:30 December 24th to 07:30 December 27th. New Year's period is defined as 07:30 December 30th until 07:30 January 2nd.

- (a) This time off shall be scheduled on an alternating basis from year to year.
- (b) A nurse may exchange her holiday time off with another nurse by mutual agreement.
- (c) When possible to provide both holidays off to some nurses, it shall be granted based on seniority.
- (d) Should a scheduling problem arise it shall be resolved on the basis of seniority, unless mutually agreed otherwise.
- (e) A nurse will not be entitled to premium pay for working consecutive weekends if this is a result of scheduling to accommodate the holiday period December 15th to January 2nd.

H.4 Full-time only

Lieu days off as provided in Article 15 shall be taken at a mutually agreeable time. Up to five (5) days may be accumulated. Lieu days in excess of 5 Days (37.5 hours) as of the end of the last pay period in March, will be paid out in that same pay period.

ARTICLE I – VACATION

I.1 The vacation year shall be from July 1st of one calendar year to June 30th in the following calendar year. Effective July 1, 2006 the vacation year shall be based on the employee's service review date. Within 30 days of ratification (June 14, 2006), the Parties will meet to identify and agree on implementation issues.

I.2 The Employer agrees to post a notice not later than March 15th whereon nurses can signify their first and alternate choice of vacation schedule for the period June 15 to December 14. It is hereby agreed that nurses shall signify their choice not later than April 15th. The approved vacation list for nurses shall be posted by May 10th. The schedule for the period June 15th to the pay period which includes Labour Day is to be posted concomitantly.

The Employer agrees to post a notice not later than September 15th whereon nurses can signify their first and alternate choice of vacation schedule for the period December 15 to June 14. It is hereby agreed that nurses shall signify their choice not later than October 15th. The approved vacation list for nurses shall be posted by November 1st.

It is further understood and agreed that nurses shall not be allowed to schedule their vacations between December 15 of one year and January 2 of the following year prior to ensuring the nurses have their entitlement to the five (5) consecutive days off in accordance with Article H.3. Vacation leave shall be granted at a time agreeable to both parties.

In the event that there is a conflict as to the selection of vacation periods as between individual nurses, the Employer shall, where possible, grant the choice to the most senior nurse in the work unit provided that such nurse has complied with the requesting procedure.

Unit Managers shall establish reasonable vacation quotas and there will be limit of three (3) weeks (15 vacation days) allowed per nurse during the months of July and August. It is understood that requests during the months of July and August, calendar weeks off will receive priority over lesser periods. A calendar week is defined as Monday to Sunday. The Unit Manager will discuss any potential denied vacation requests with the nurse prior to the posting of the schedules. Vacation requests will not be unreasonably denied.

Where the employer determines after the schedule has been posted that they can grant additional vacation off in any vacation period such additional vacation shall be first offered to those nurses who were denied vacation and had submitted their requests as per the appropriate timelines.

Vacation requests not submitted in accordance with the foregoing, will be granted on a first come, first served basis. All requests are to be made no later than ten (10) days prior to the posting of the schedule. The Manager will respond in writing as soon as possible but no later than seven (7) days from the date the request is received.

I.3 Full-time only

A nurse may carry forward for one (1) year any unused portion of vacation credits up to a maximum of two (2) weeks. Any vacation credits in excess of two (2) weeks will be assigned at a mutually agreeable time at the end of the vacation year.

I.4 Nurses will be entitled to vacation time off based on all of their service with the hospital since their last date of hire. For the purpose of this article, one year of full-time service equals 1500 hours of part-time service and vice versa.

I.5 Part-time

Vacation pay shall be paid each pay period, based on all hours worked during that pay period.

I.6 Exchange of Shift for Time Off

After the schedule is posted a nurse will be permitted to find her own replacement at straight time for a paid day off according to the following:

- (a) Greater than 14 days prior to the requested leave the Staffing Office will first try to provide the paid day off for the nurse by implementing its normal staffing scheduling procedures. If less than 14 days the nurse will attempt to find their own replacement.
- (c) Where a nurse finds another nurse who will exchange scheduled time off to work, the nurse scheduled shall be allowed to use any paid time to be granted time off (e.g. banked time, earned Statutory Holiday lieu day, vacation hours).
- (d) The nurse who exchanges her day off to work for a nurse will not be paid premium pay for time worked as a result of the exchange to work the shift for scheduled time off.
- (e) It is understood that these exchanges will go through the usual approval process. Approvals will not be unnecessarily denied.

ARTICLE J – RETIREMENT AND TERMINATION

J.1 When a nurse elects to resign from their employment with the Hospital, she/he shall give at least two (2) weeks' notice in writing to their manager. Where it is necessary for a nurse to resign from their employment due to illness, accident, or death in the family, then she/he shall give notice as soon as is possible to the Employer and the ordinary time limits for notice of resignation may be waived.

Where a nurse has elected to retire under the provisions of HOOPP, they will endeavour to provide a minimum of three (3) months' written notice to their manager.

ARTICLE K – GENERAL

K.1 The fee for parking charged members of the bargaining unit will be on par with other Hospital employees. Changes to the fee must reflect changes in the cost of providing parking services and may only be implemented following discussion at the Hospital-Association Committee, and upon giving six (6) weeks notice to employees.

K.2 The Employer shall provide space on a bulletin board upon which the Association shall have the right to post notices of interest to its members.

K.3 Seniority lists shall be posted on May 1st and November 1st of each year.

K.4 For each occasion of illness the nurse shall be required to report as soon as reasonably possible such illness but no later than four (4) hours before commencement of the scheduled shift (two (2) hours before the day shift), unless impossible to do so.

Any nurse who has been absent due to illness shall further be required to report her intention to return to work naming a specific date if possible, before she actually returns.

K.5 Any discrepancies found in a nurse's pay cheque are to be reported to her Supervisor within four (4) weeks of date of issue. Any corrections to be made will be done in the subsequent pay period.

K.6 Before any special circumstances or innovative scheduling is implemented the Union and the Employer will meet to discuss guidelines and individual circumstances.

K.7 The Employer will pay the Bargaining Unit President/Local Coordinator or designates at her/his regular straight time hourly rate for all time spent attending meetings as requested by the employer outside his/her regularly scheduled hours. The local parties will endeavour to increase the efficiency

of scheduling joint meetings by pre-scheduling required meetings in blocks, wherever possible.

K.8 Full-time nurses will be considered for temporary full-time vacancies on the same basis as regular part-time nurses.

K.9 Mentoring Assignment

Nurses wishing to be considered for a mentorship assignment under article 9.08 (c) of the Central Agreement, will indicate such interest in writing to the unit manager, including a resume.

The employer will provide details of what experience is required to meet the needs of the nurse being mentored. This will be in writing and will identify the duration of the assignment and expectations of the mentor, as well as a reporting process for meeting the learning needs.

K.10 Nurses wishing to orientate in other units may submit a written request to the employer. If approved, this orientation will be paid time at the nurse's regular hourly rate or applicable overtime rate.

- K. 11
- (a) The employer will continue to supply uniforms for the Operating room and Recovery Room staff.
 - (b) For all other areas should the employer require a specific uniform then the employer will supply them.

ARTICLE L – PREPAID LEAVE OF ABSENCE

L.1 The number of full-time nurses that may be absent at any one time on prepaid leave of absence is one (1).

L.2 The number of part-time nurses that may be absent at one time on prepaid leave of absence is one (1).

ARTICLE M – JOB SHARING

M.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) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be

determined by mutual agreement between the two (2) nurses and the Head Nurse of the Unit.

The two (2) nurses in the job sharing arrangement will indicate on the work schedule the shifts each is working five (5) days prior to the posting date of the schedule.

- (c) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- (d) Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- (f) Job Share partners may pick up additional tours as per their full-time line as indicated on the posted scheduled days off. They will be offered additional tours on these days off as per the local agreement F.3. If the employer has offered additional tours to Regular part-time as per F.3 and there is still need for coverage, the additional tours may be offered to the job share partner who is not working that day.
- (g) Coverage
 - i) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor 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 Agreement:

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 supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
- (h) Implementation

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.

Any incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

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

(i) 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.

ARTICLE N – WORK RELATED INJURY OR ILLNESS

- N.1
- (a) The Hospital will notify the local president of the names of all employees who go off work due to a work related injury or when an employee goes on LTD. The Hospital will provide to the Union a monthly list of all employees on modified work programs at the beginning of each month by fax or email.
 - (b) When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with the Labour Relations Officer of the Ontario Nurses' Association and the local president to discuss the circumstances surrounding the employee's return to suitable work.
 - (c) The Hospital agrees to provide the Union and the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board, provided the employee has given a written authorization as provided on the form that is attached to the Form 7.
- N.2
- When a nurse presents a physician's certificate for modified work, the employer will:
- (a) Meet with the nurse and an ONA representative to review the restrictions.

- (b) Set up a program for a safe return to work which meets the restrictions Indicated on the physician's return to work certificate.

Should the nurse need further modification or accommodation of a permanent nature, the employer will meet and discuss such accommodation with the Union.

ARTICLE O – SAFE AND HEALTHY ENVIRONMENT

O.1 Violence Prevention and Control

The Employer agrees that no form of intimidation, verbal, physical, sexual, racial or other abuse which may cause physical or psychological injury or that gives a person reason to believe that she/he or another person is at risk of physical or psychological injury will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will take every precaution reasonable to rectify the abusive situation. In addition, the employee will complete an incident report and submit it as per applicable corporate policies to further rectify the situation.

- (a) Violence Policies and Procedures

The hospital agrees to develop formalized policies and procedures in consultation with the joint health and safety committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to nurses who have faces workplace violence. These policies and procedures shall be communicated to all nurses including at the time of hire.

- (b) Notification

The Employer shall notify the 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 Union immediately and in writing within 48 hours. Such notices will contain all of the information prescribed in section 5 of the health care regulation. Updated statistics on numbers of staff allegedly assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee JHSC.

The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee.

The parties further agree that suitable subjects for discussion at the Labour Management Committee will include aggressive residents.

(c) Training

The Hospital agrees to provide training and education on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.

(d) Support and Counselling

Critical incident stress debriefing shall be made available to nurses.

The Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

(e) Damage to Personal Property

The Hospital, will consider a nurse's request for reasonable reimbursement for damages incurred to the nurse's personal property as a result of being assaulted while performing her work. Personal property includes eye glasses, contact lenses, ripped uniforms, personal clothing but excluding jewellery.

To be considered for re-imburement, the employee must present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

O.2 Musculoskeletal Injury Prevention and Control

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

(b) At least once a year the musculoskeletal prevention and control measures, procedures, practices, and training shall be reviewed and revised in light of current knowledge and practice.

(c) The review and revision shall be done more frequently than annually if,

i) the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary, or

ii) there is a change in circumstances that may affect the health and safety of an employee.

- (d) The Hospital will provide training on musculoskeletal prevention and control measures, procedures and practices and equipment to all employees during a new employee's orientation and thereafter as required.

O.3 Needle Stick and Sharps Injuries

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

O.4 WSIB Surcharge Rebate Info

Within a reasonable period of time the Employer shall provide the JHSC with any and all information about surcharges and/or rebates from WSIB under their NEER program.

ARTICLE P – VOLUNTARY PART-TIME BENEFITS

P.1 Voluntary Part-Time Benefits

- (a) The Hospital agrees to provide regular part-time nurses with the option of participating in any and all of the group health and welfare benefit programs set out in Article 17 of the central agreement, subject to the terms and conditions of the plan and any enrolment requirements. It is understood and agreed that participating regular part time nurses will pay the full amount (100%) of the monthly premiums.
- (b) Part-time nurses must regularly work a minimum of fifteen (15) hours per pay period to be eligible to enrol in the health and welfare benefits.
- (c) Current regular part-time nurses may enrol, without evidence of insurability, by no later than 60 calendar days following ratification (June 14, 2006). If a current regular part-time nurse elects to enrol subsequent to that date, she/he will be subject to the terms and conditions of the benefit plans for late enrollees.
- (d) Newly hired part time nurses, subsequent to the date referenced in (c), will be eligible to enrol subject to normal enrolment provisions.

- (e) Participating part time nurses will pay their monthly premiums through the payroll deduction process. If the part time nurse has no earnings, or insufficient earnings in the pay period in which the premiums are normally deducted, the amount owing will either be deducted from the immediate following pay or the nurse must make payment in full to the Human Resources department.
- (f) The Hospital will notify the Union of the benefits costs to part-time nurses in January of each year and each time the benefits costs are renegotiated by the Hospital.
- (g) All terms and conditions with respect to benefit plans, carriers, and substitutions will be in accordance with Article 17 of the collective agreement.

ARTICLE Q – ELECTRONIC GRIEVANCE FORM

- Q.1 The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
- Q.2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- Q.3 Electronic grievances may be sent, via email, to the applicable Manager and copied to Human Resources, or the identified designate.
- Q.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- Q.5 The Union undertakes to get a copy of the electronic version signed by the grievor and submitted as per S.3 prior to the commencement of any meeting being held to discuss the grievance.

ARTICLE R – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS

- R.1 The parties agree to use the electronic version of the ONA/OHA Professional Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Hospital Central Agreement.
- R.2 The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
- R.3 Electronic PRWRFs may be sent, via email, to the applicable Manager or designate.
- R.4 The electronic signature of the Union Executive representative or Labour

Relations Officer will be accepted as the original signature.

- R.5 The union undertakes to get a copy of the electronic version signed by the employee(s).
- R.6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee as per Article 8.01.

ARTICLE S – REASSIGNMENT

- S.1 For the purposes of a single shift reassignment as referenced in Article 10.08
- (a) the Hospital will reassign nurses on the following basis:
- (a) Patient care and safety requirements will take priority in all reassignments.
 - (b) The decision to reassign a nurse rest with the clinical manager or their delegate.
 - (c) Where possible, reassignment will first be from a qualified nurse who volunteers.
 - (d) Staff nurses based on qualifications selected in reverse order of seniority on an equitable basis over a pay period from an integrated list of nurses who are working on that shift.
 - (e) The Hospital will not reassign probationary nurses or nurses on orientation, and nurses acting as mentors will not be required to float to other units. For nurses who are supervising nursing students it will de done on a case by case basis.
 - (f) The Hospital will make every reasonable effort to ensure nurses are not required to float more than once during a shift from their unit.
 - (g) Notwithstanding the above, where a nurse has a specific skill set to work in another area with an unexpected and urgent need, that nurse may be reassigned.

ARTICLE T – CANCELLATION

- T.1 In the event of a shift cancellation as per article 10.09 in the Central Collective Agreement nurses will first be offered in order of seniority the opportunity to take vacation days, utilize any banked time, or to take unpaid

leaves to minimize the impact of a short term layoff. It will occur in the following order on the unit:

- (a) nurses on OT by reverse order of seniority
- (b) volunteers, in order of seniority
- (c) agency nurses
- (d) casual nurses by reverse order of seniority

- (e) regular PT nurses including job-sharers by reverse order of seniority
- (f) (f) FT nurses by reverse order of seniority

MEMORANDUM OF AGREEMENT
RE: HOURS OFF BETWEEN SHIFTS IN THE OR BETWEEN 0700 AND 1800 HOURS

The parties understand and agree to the following regarding the hours off between shifts in OR in light of current shift variations in the department:

- i) Article E.1(f) and E.1(c) shall not apply to seven and one half (7.5) hour shifts in the OR between 0700 - 1800 hours.
- ii) The Hospital will make every reasonable effort to ensure that nurses working these shifts will receive at least twelve (12) hours off between shifts.
- iii) If a nurse working these shifts receives less than twelve (12) hours off between shifts they shall be paid premium pay at time and one-half (1 ½) their regular hourly rate. Premium pay under this provision shall not apply where a nurse is authorized to work overtime immediately following the seven and one-half (7.5) hour shift.

DATED this 14th day of December 2023.

FOR THE EMPLOYER:

Lindsey Burt

Andrea McClymont

FOR THE UNION:

Cheshta Sharma
Labour Relations Officer

Lorraine Cake

Elizabeth Hill
