

**COLLECTIVE AGREEMENT**

**B E T W E E N:**

**BLUEWATER HEALTH  
SARNIA SITES AND CHARLOTTE ELEANOR ENGLEHART SITE**  
(Hereinafter referred to as “the Employer”)

**A N D:**

**ONTARIO NURSES' ASSOCIATION**  
(Hereinafter referred to as “the Union”)

**Expiry date: March 31, 2023**

**APPENDIX 3****SALARY SCHEDULES****Registered Nurse**

	<b><u>Effective April 1, 2021</u></b>	<b><u>Effective April 1, 2022</u></b>
Start	\$33.90	\$34.24
1 Year	\$34.06	\$34.40
2 Years	\$34.62	\$34.97
3 Years	\$36.34	\$36.70
4 Years	\$38.05	\$38.43
5 Years	\$40.19	\$40.59
6 Years	\$42.36	\$42.78
7 Years	\$44.52	\$44.97
8 Years	\$47.69	\$48.17
25 Years	\$48.53	\$49.02

**Nurse Educator/Sexual Assault Coordinator/Occupational Health Nurse/ Maternal  
Infant Child Resource Nurse/Psychiatric Assessment-Telemedicine MHAS  
Program Coordinator**

	<b><u>Effective April 1, 2021</u></b>	<b><u>Effective April 1, 2022</u></b>
Start	\$36.37	\$36.74
1 Year	\$36.51	\$36.88
2 Years	\$37.04	\$37.42
3 Years	\$38.85	\$39.23
4 Years	\$40.60	\$41.00
5 Years	\$42.80	\$43.23
6 Years	\$45.11	\$45.56
7 Years	\$47.41	\$47.89
8 Years	\$50.74	\$51.25
25 Years	\$51.64	\$52.16

**Palliative Care Nurse/Computer Liaison Nurse**

	<b><u>Effective April 1, 2021</u></b>	<b><u>Effective April 1, 2022</u></b>
Start	\$35.05	\$35.40
1 Year	\$35.18	\$35.54
2 Years	\$35.76	\$36.12
3 Years	\$37.50	\$37.87
4 Years	\$39.23	\$39.62
5 Years	\$41.44	\$41.85
6 Years	\$43.63	\$44.06
7 Years	\$45.86	\$46.32
8 Years	\$49.07	\$49.57
25 Years	\$49.94	\$50.44

**Charge Nurse CEEH Site**

	<b><u>Effective April 1, 2021</u></b>	<b><u>Effective April 1, 2022</u></b>
Start	\$36.21	\$36.57
1 Year	\$36.31	\$36.67
2 Years	\$36.77	\$37.14
3 Years	\$38.48	\$38.87
4 Years	\$40.22	\$40.62
5 Years	\$42.34	\$42.76
6 Years	\$44.52	\$44.96
7 Years	\$46.68	\$47.15
8 Years	\$49.88	\$50.39
25 Years	\$50.76	\$51.27

**Nurse Practitioner/RNEC (Registered Nurse Extended Class)**

	<b><u>Effective April 1, 2021</u></b>	<b><u>Effective April 1, 2022</u></b>
Start	\$51.70	\$52.22
1 Year	\$52.86	\$53.39
2 Years	\$53.87	\$54.41
3 Years	\$56.69	\$57.25
4 Years	\$57.65	\$58.22
5 Years	\$58.68	\$59.26
8 Years	\$58.94	\$59.54
25 Years	\$59.98	\$60.59

**Charge Nurse**

	<b><u>Effective April 1, 2021</u></b>	<b><u>Effective April 1, 2022</u></b>
Start	\$36.01	\$36.37
1 Year	\$36.16	\$36.53
2 Years	\$36.72	\$37.10
3 Years	\$38.44	\$38.82
4 Years	\$40.15	\$40.56
5 Years	\$42.30	\$42.72
6 Years	\$44.47	\$44.91
7 Years	\$46.63	\$47.10
8 Years	\$49.79	\$50.29
25 Years	\$50.64	\$51.15

**Charge Nurse Rural Health**

	<b><u>Effective April 1, 2021</u></b>	<b><u>Effective April 1, 2022</u></b>
Start	\$37.21	\$37.57
1 Year	\$37.31	\$37.67
2 Years	\$37.77	\$38.14
3 Years	\$39.48	\$39.87
4 Years	\$41.22	\$41.62
5 Years	\$43.34	\$43.76
6 Years	\$45.52	\$45.96
7 Years	\$47.68	\$48.15
8 Years	\$50.88	\$51.39
25 Years	\$51.76	\$52.27

**Clinical Nurse Specialist**

	<b><u>Effective April 1, 2021</u></b>	<b><u>Effective April 1, 2022</u></b>
Start	\$44.82	\$45.27
1 Year	\$45.83	\$46.29
2 Years	\$46.79	\$47.26
3 Years	\$49.55	\$50.04
4 Years	\$52.33	\$52.85
5 Years	\$55.07	\$55.62
8 Years	\$55.24	\$55.80
25 Years	\$56.20	\$56.77

**Registered Nurse First Assistant**

	<b><u>Effective April 1, 2021</u></b>	<b><u>Effective April 1, 2022</u></b>
Start	\$37.31	\$37.68
1 Year	\$37.46	\$37.83
2 Years	\$38.09	\$38.48
3 Years	\$39.97	\$40.37
4 Years	\$41.86	\$42.28
5 Years	\$44.20	\$44.64
6 Years	\$46.58	\$47.05
7 Years	\$48.96	\$49.46
8 Years	\$52.45	\$52.98
25 Years	\$53.36	\$53.90

**Graduate Nurse**

	<b><u>Effective April 1, 2021</u></b>	<b><u>Effective April 1, 2022</u></b>
Start	\$30.73	\$31.04
1 Year	\$30.89	\$31.19

**Head Nurse**

There are presently no Head Nurses. The rate which was in effect at October 1, 2000 was based on a differential between the Registered Nurse and Head Nurse wage rates of (n + 5.5%).

**Assistant Head Nurse**

There are presently no Assistant Head Nurses. The rate which was in effect at October 1, 2000 was based on a differential between the Registered Nurse and Head Nurse wage rates of (n + 4.4%).

**Clinical Resource Nurse**

There are presently no Clinical Resource Nurses. The rate which was in effect at April 1, 2006 was based on a differential between the Registered Nurse and Clinical Resource Nurse wage rate of \$1.40(one dollar and forty cents) per hour.

**SALARY SCHEDULE****DIFFERENTIALS**

Level	Nurse Educator/ Sexual Assault Coordinator Occ. Health Nurse/Maternal Infant Child Resource Nurse	Palliative Care/ Computer Liaison	Charge Nurse / Charge Nurse CEE  Charge Rural Health *	Nurse Practitioner/ RNEC (Registered Nurse Extended Class)	Clinical Nurse Speciali st	Gradua te Nurse	Registere d Nurse First Assist
Start	1.073	1.034	1.0621 CEE 1.068	1.525	1.322	0.9066	1.1006
1 Year	1.072	1.033	1.0618 CEE 1.066	1.552	1.3455	0.9068	1.0998
2 Years	1.070	1.033	1.0608 CEE 1.062	1.556	1.3515		1.1003
3 Years	1.069	1.032	1.0579 CEE 1.059	1.560	1.3635		1.0999
4 Years	1.067	1.031	1.0553 CEE 1.057	1.515	1.3753		1.1001
5 Years	1.065	1.031	1.0524 CEE 1.0535	1.460	1.3703		1.0998
6 Years	1.065	1.030	1.0497 CEE 1.051				1.0997
7 Years	1.065	1.030	1.0473 CEE 1.0485				1.0998
8 Years	1.064	1.029	1.0441 CEE 1.046	1.236	1.1583		1.0998
25 Years	1.064	1.029	1.0434 CEE 1.046	1.236	1.158		1.0995

\* To calculate Charge Nurse Rural Health wage rate add \$1.00 per hour to the Charge Nurse CEE wage rate.

**APPENDIX 4****SUPERIOR CONDITIONS****APPLICABLE TO SARNIA GENERAL PROGRAMS**

UNIT I SUPERIOR BENEFITS AWARDED BY THE CENTRAL  
ARBITRATION AWARD DATED OCTOBER 23, 1981

## CLAUSE #18

CENTRAL AWARD: Applicable Clause from Existing

FULL-TIME: Collective Agreement

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2.02 17.02 (A) 11: It is the Hospital's policy that Graduate Nurses take and pass the Registered Nurses examination as soon as possible. A Graduate Nurse who fails to complete successfully all the required examinations will be required to rewrite the exams as soon as possible. If she does not successfully complete all the required examinations after being given three (3) opportunities to do so; it is agreed that the Hospital will thereupon terminate her employment as a Nurse.

A Graduate Nurse in the employ of the Hospital upon presenting proof of current registration by the College of Nurses of Ontario shall be given the salary of the Registered Staff Nurse as provided in this Article retroactive to the date of successfully passing the registration examination or to the date of last hire, whichever is later.

19.09 17.09 Special Educational Bonuses

The Hospital will pay monthly bonuses to Nurses as set out below; such bonuses will not pyramid, except in the case of bonuses 1 and 2:

1. Successful completion of nursing unit administration course - \$15.00
2. Successful completion of six month post-graduate course with respect to the specialty in which the Nurse is employed - \$15.00
3. One year nursing certificate or diploma in nursing - \$40.00
4. Bachelor's degree in nursing - \$80.00
5. Master's degree in nursing - \$120.00

\*Bonuses 4 and 5 will be paid only to Assistant Programme Manager/Managers, but, the Hospital in its' discretion, will extend either bonus to a qualified Staff Nurse.

**APPENDIX 4**

**SUPERIOR CONDITIONS**

**APPLICABLE TO ST. JOSEPH'S PROGRAMS**

Clause #  
Central Award

Applicable Clause from existing Collective Agreement

11.01

Full-time Only

Leave of Absence – Unpaid "0" days

Purpose: From time to time an Employee may require time off beyond that provided by normal days off or vacation.

Procedure: In order to allow such time, an Employee may request, through their Supervisor, up to 15 days off ("0" days) in a calendar year without pay. The Employee's Supervisor will try to honour such requests, while at the same time, recognizing the need to provide adequate staff coverage to meet work requirements. If the request is approved, the Employee's time sheet will be marked with a "0" to designate a day off without pay.

"0" days taken at the Hospital's request should be so designated on the time sheet and will not count toward the 15 days the Employee may request.

14.01

Full-time/Part-time

Double time will be paid for a double shift, i.e. fifteen (15) consecutive hours – 7.5 hours straight time, 7.5 hours double time. This overtime must be authorized by the Supervisor and reported to the Director of Nursing of that area.



**APPENDIX 5  
INDEX LOCAL PROVISIONS**

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## **ARTICLE A – RECOGNITION**

- A-1 All Registered and Graduated Nurses employed by Bluewater Health in Petrolia, Ontario and Sarnia, Ontario, engaged in a nursing capacity, save and except Supervisors and Managers, persons above the rank of Supervisor and Managers Employee Health Nurse, Infection Control Officer and Discharge Manager.
- A-2 The word "Nurses" when used throughout this Agreement shall mean persons included in the above described bargaining unit.

## **ARTICLE B – RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS**

- B-1 The Union acknowledges that it is the exclusive function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting that function to:
- (a) To maintain order, discipline, efficiency, and quality patient care;
  - (b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline Employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) Determine in the interests of efficient operation and highest standard of quality patient care and service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
  - (d) Generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
  - (e) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the Employees not inconsistent with the provisions of this Agreement.
- B-2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

## **ARTICLE C – UNION REPRESENTATION**

- C-1 (a) Where the term "Bargaining Unit President" is used throughout this Agreement, it shall be interpreted as referring to the "President or her/his Designate" provided she/he is a member of the bargaining unit.

- (b) The Hospital will recognize a total of twenty (20) Employee Representatives who shall be selected from the full-time and the part-time bargaining units who will assist full-time and part-time Employees in the presentation of grievances. A list of Representatives will be provided to the Hospital including the areas covered.

C-2 Grievance Committee

The Hospital will recognize a Grievance Committee of up to four (4) Employee Representatives. The Union agrees to advise the Human Resource Administrator which Employee Representatives will be attending at the time of advancing a grievance to Step No. 2 of the Grievance Procedure in order for the Human Resources Administrator to arrange leaves of absence for those attending.

- C-3 For the purposes of Article 7, the appropriate Program Director/Manager or designate shall act in the absence of the Immediate Supervisor.

C-4 Negotiating Committee

For the purpose of negotiating a renewal to this Agreement, the Hospital will recognize a joint Negotiating Committee of up to six (6) Employees including the Bargaining Unit President and the Charlotte Eleanor Englehart Hospital of Bluewater Health representative. Management shall submit a list of members equal to but not to exceed the Union representation.

C-5 Hospital-Association Committee

In accordance with Article 6.02, there shall be a Hospital-Association Committee comprised of six (6) Representatives of each of the parties.

The Bargaining Unit President, or designate, will identify to the Hospital one (1) week prior to the date of the meeting, which committee members require payment under Article 6.03 (e) at each H.A.C. meeting.

C-6 Union Interview

A Representative of the Union, who is employed by the Hospital, will be allowed a reasonable period of time to meet new Employees once during the Employee's orientation period. Such Representative shall be designated by the Bargaining Unit President and shall advise, in writing, to the appropriate Human Resources Administrator. The Employer shall advise the Bargaining Unit President and designate of the names of the new Employees and of the date, time, and location of orientation program that they will attend at least seven (7) days, wherever possible, prior to the meeting date.

- C-7 The Bargaining Unit President will be paid at her regular straight time hourly rate for time spent in meetings arranged or requested by the Hospital which occur outside her scheduled hours of work. Such hours will be invisible for purposes of determining premium payments and will not be counted for purposes of determining eligibility for premium payment.

The Employer will grant the Bargaining Unit President thirty (30) hours leave per month with pay for the conduct of Union Business. The leave will be scheduled at a time or times mutually agreeable to the Bargaining Unit President and her manager, at the times the unit's schedule for the Bargaining Unit President is posted. It is understood that the Bargaining Unit President will make herself available for meetings with the hospital as required during the leaves scheduled under this paragraph.

Where the Bargaining Unit President occupies a part-time position within the bargaining unit the Hospital and the Association shall meet to determine the application of any leave under this article to her position and any applicable scheduling provisions set out at Appendix 5-H.

- C-8 Professional Development Committee

There shall be a Professional Development Committee, pursuant to Article 9.02(a) of the Central Hospital Agreement, comprised of six (6) representatives of the bargaining unit and an equal number of Hospital Representatives.

- C-9 All notifications of meetings, and all correspondence related to or copied to the Bargaining Unit President and/or Grievance Officer and Bargaining Unit Members who sit on Hospital/Union Committees will be forwarded to their home by one of the following: facsimile, regular mail, phone messages or e-mail or within the hospital via Office Automation.

The Bargaining Unit President will be provided with access to Office Automation from her home.

## **ARTICLE D – SENIORITY LIST**

- D-1 A seniority list will be filed electronically with the Bargaining Unit President on January 31<sup>st</sup> and July 31<sup>st</sup> of each year. The seniority list will reflect the Employee's main area of work.

## **ARTICLE E – LEAVES OF ABSENCE**

- E-1 Association Leave

Leave of absence for Association business shall be given without pay up to a total of ninety (90) days in a calendar year, provided at least two (2) weeks' notice is given to the Hospital and such leave of absence does not interfere with the continuance of efficient operation in the Hospital. The granting of

such leave shall not be unreasonably withheld. It is agreed that not more than eight (8) Employees shall be absent on such leave at the same time and that not more than two (2) Employees shall be absent on such leave at the same time from any one unit.

E-2 Prepaid Leave Plan

- (a) Subject to paragraph (b), a maximum of five (5) shall be absent at any one time under the Prepaid Leave Plan. One (1) of the five (5) Employees may be part-time.
- (b) No more than two (2) Employees may be absent from any one nursing unit, at any one time under the Prepaid Leave Plan.

E-3 An Employee who is elected to a position of Local Co-ordinator may be granted up to forty (40) days per year leave of absence to fulfil the duties of her/his position provided at least two (2) weeks notice is given to the Hospital and such leave of absence does not interfere with the efficient operation of the Hospital. The granting of such leave shall not be unreasonably denied. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided elsewhere in this Agreement. During such leave of absence, the Employee's salary and applicable benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits.

**ARTICLE F – EXTENDED TOURS**

- F-1
- (a) Extended tours shall be introduced into any unit, on a trial basis for a period of not less than six (6) months (or such longer period of time as the Hospital and the Union may mutually agree upon) when:
    - i) Seventy percent (70%) of the Full-time/Regular Part-time Employees in the unit who cast votes, excluding Employee's in temporary positions, so indicate by union supervised secret ballot, and
    - ii) The Hospital agrees to implement extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.
  - (b) Extended tours shall be continued in any unit beyond the trial period referred to in Article F-1 (a) when:
    - i) Seventy percent (70%) of the Full-time/Regular Part-time Employees in the unit who cast votes, excluding Employee's in temporary positions so indicate by secret ballot, such ballot to be held in the third last week of the trial period referred to in Article G-1 (a), and

- ii) The Hospital agrees to continue the compressed work week. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (c) Extended tours may be discontinued in any unit when:
  - i) Seventy percent (70%) of the Full-time/Regular Part-time Employees in the unit who cast votes, excluding Employee's in temporary positions, so indicate by a union supervised secret ballot, or
  - ii) The Hospital serves notice of its desire to discontinue extended tours 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.
- (d) When either party in accordance with paragraph (b) above gives notice of discontinuation then:
  - i) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuance in an attempt to resolve identified problems; and
  - ii) Where the parties are unable to resolve identified problems and where it is determined that the extended tours are to be discontinued, the extended tours will be discontinued sixty (60) days after the date of the meeting in i) above.

- F-2 (a) The normal extended tours shall be defined as:

0700 – 1900 days  
1900 – 0700 nights

The Hospital will provide the Union with thirty (30) days' notice of a change in the extended tour hours.

- (b) The normal schedule for extended tour employees shall be 1950 hours in a one year period. The hours of work for extended tour Employees shall be averaged over a specific period to meet the needs of the scheduling requirements of each unit. Such averaging shall be agreed upon between the Hospital and the Union and is subject to approval by the Director of Employment Standards as required.

- (c) There will be no split shifts.
  - (d) Unless otherwise requested by an Employee in writing through a mutual exchange of tours/Special Requests, there shall be at least twelve (12) consecutive hours off between scheduled tours of duty for Employees working only twelve (12) hour tours or a combination of eight (8) hour and twelve (12) hour tours.
- F-3
- (a) Employee will not be required to work more than three (3) consecutive Extended Tours without a day off.
    - i) The Employer will not schedule any full-time employee any other tours (7.5, short tours) in conjunction with F-3 (a).
  - (b) Employees working Extended Tours will be scheduled off a minimum of seventy-two hours (72) when changing from the night tours to the day tours.
- F-4
- An Employee will receive premium pay for all hours worked at the Hospital's request where she has received less than the minimum number of hours off since her last tour or more than the maximum number of consecutive shifts as set out above.
- F-5
- (a) Draft shift schedules will be posted five (5) weeks in advance. Employees, who wish to make changes on their schedules, may do so by exchanging their shifts in the fifth (5) week prior to the schedule becoming effective. Any such changes are subject to the approval of the Program Director/Manager. This does not preclude future mutual exchanges for this scheduling period, as outlined in Article H-1(m). The finalized schedules shall be posted, except in cases of emergency four (4) weeks in advance and shall cover not less than a four (4) week period.
  - (b) A mutual is a mutually agreed exchange of two (2) full tours or regular days off between two (2) employees within the duration of the posted schedule(s).
- Employees within a unit may mutually agree to exchange regular days off or tours. The agreement to exchange tours shall be in the prescribed computerized method, including the exchanges made during the draft week. Exchanges made during the draft week will be considered as separate and apart from exchange requests after the posted schedule.
- Such requests shall be considered by the Manager/Designate and approval given shall be in writing within seventy hours (72) hours and shall not be unreasonably denied. Once a shift exchange has been approved by the Unit Manager the nurses involved in the exchange will not be responsible for the originally scheduled shift.

It is understood that any such changes shall not result in any overtime or premium payment, nor shall such tour of duty result in an Employee working more than four (4) consecutive extended tours or five (5) consecutive tours for 2D 2N.

CLARITY NOTE:

Employees may mutually agree to exchange regular days off or tours of equal duration only (e.g. 8 hr for 8 hr, 12 hr for 12 hr).

After the finalized schedule is posted in accordance with Article F-5 (a) above any mutually agreed to exchange of regular days off or tours will be limited to the requesting and accepting employee only. Such requests will be approved in extenuating circumstances only.

F-6 Employees will be scheduled every other weekend-off.

A full-time or regular part-time Employee receives premium pay for all hours worked on a second (2<sup>nd</sup>) consecutive and subsequent weekend, save and except where:

- (a) Such weekend has been worked by the Employee to satisfy specific days off requested by such Employee;
- (b) Such Employee has requested to be scheduled additional weekend work;
- (c) Such weekend is worked as a result of an exchange of shifts with another Employee.

Employees called in for weekend work will not have their posted schedule altered or cancelled as result of the call in.

The Hospital shall not cancel the prescheduled weekend shifts which become a premium pay weekend as a result of being called in for work on the previous weekends off.

F-7 Where an Employee is scheduled to be off duty for a weekend she will be scheduled off duty for a period of not less than sixty (60) hours between the end of her scheduled Friday shift and the commencement of her next scheduled shift unless the Employee agrees otherwise.

Where an Employee is scheduled to work, called into work or assigned to standby during any of these sixty (60) hours stated above, the Employee shall be considered to have worked the weekend.

F-8 Subject to Article J-2, Employees who wish to be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season must notify the scheduler in writing by October 1<sup>st</sup> each year. When the five (5) day period occurs at the Christmas season, it shall include the



period from 0700 hours December 24 to 0700 hours December 27. When the five (5) day period occurs at the New Year's season, it shall include the period from 0700 hours December 31 to 0700 hours January 2. This provision shall not apply to nursing staff who are normally scheduled to work Monday to Friday.

- (a) By no later than September 15 in each year, the Hospital shall post a Christmas and New Year's preference sheet and each Employee on the unit shall indicate her preference of holiday time to be scheduled off. The preference sheet shall be removed by October 1 and by November 1 the Hospital shall post the approved Christmas and New Year's schedule, taking into account as much as possible the Employees' preferences. A copy of this approved Christmas and New Year's schedule will be provided to the Bargaining Unit President at the time of posting. Where more Employees have indicated the same holiday time off than the Hospital can reasonably grant, preference will be given to the Employee who worked the holiday in the preceding year.
- (b) Vacation time will not normally be granted between December 15<sup>th</sup> and January 10<sup>th</sup>. Where the operational requirements of the Hospital will allow, vacation will be considered during this period. Where the Hospital has granted an Employee's request for vacation during this period, it is understood that the Hospital may not be able to grant five (5) consecutive days off at Christmas or New Year's to that Employee.
  - i) Where vacation will be considered for the period between December 15<sup>th</sup> and January 10<sup>th</sup>, vacation quotas by unit will be posted on the unit no later than September 15<sup>th</sup> in each year. Employees in the unit will indicate their vacation preference by no later than October 1<sup>st</sup> and the Employer will notify the employee by no later than November 1<sup>st</sup>. Vacations during this period will be granted as per Article I on a rotating seniority basis.
- (c) Where, subsequent to the process identified in (i) above, it is determined on a unit that additional Employees may have time off during the period between December 15<sup>th</sup> and January 10<sup>th</sup> regardless of when that determination is made prior to the Christmas/ New Year's period, the Unit Managers will offer vacation time off prior to offering or approving any unpaid absent time. Any vacation time off will be granted as per Article I.
- (d) The normal scheduling provisions except Article F-5 (a) and (b) shall be waived between December 15<sup>th</sup> and January 10<sup>th</sup> only so that all Employees will be scheduled off work for a minimum of five (5) consecutive days at either Christmas or New Year's, unless the Employee requests other scheduling arrangements which have been approved by the Hospital, and except in areas which are not normally

required to work on weekends or paid holidays. Such time off shall be granted on an alternating basis from year to year, regardless of approved mutuality, within in each home unit. The Employer will endeavour not to schedule Employees who are scheduled to work either Christmas or New Year's more than three (3) consecutive weekends during the above-noted period.

- (e) i) Notwithstanding the above and subject to the operational needs of the Hospital, the Hospital and the Union agree that all employees on a unit can elect to maintain their master rotation when seventy percent (70%) of the full-time employees on a particular nursing unit have so indicated by secret ballot.
- ii) The agreement to maintain the master rotation, may be discontinued in any unit when:
  - A) Seventy percent (70%) of the full-time employees in the unit who cast votes, excluding employee's in temporary positions, so indicate by a union supervised secret ballot, or
  - B) The Hospital serves notice of its desire to revert to the prior scheduling arrangement under this Article because of:
    - 1) adverse effects on patient care;
    - 2) inability to provide a workable staffing schedule; or
    - 3) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
  - C) When either party in accordance with paragraph (b) *above* gives notice of discontinuation then:
    - 1) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuance in an attempt to resolve identified problems; and
    - 2) Where the parties are unable to resolve identified problems and where it is determined that the agreement to maintain the master schedule is to be discontinued, the discontinuation will occur on the following years' schedule or after the date of the meeting in i)

above, if the meeting occurs prior to September 1<sup>st</sup>.

- F-9 Regular part-time Employees must be available as required by the Hospital to work twelve (12) calendar months of the year, except for any period of approved scheduled vacation and or approved Leave of Absence and her/his commitment will include the following conditions:
- (a) Availability to work as scheduled on any tour either:
    - i) Christmas period as defined as above, or
    - ii) New Year's period as defined above.
  - (b) Regular Part-time Employees will be available for work at least four (4) extended tours within any biweekly pay period.
- F-10 The Hospital will endeavour to replace cancelled tours with the next available tour within the same pay period provided such tour does not attract a premium.
- F-11 When a nursing unit wants to pursue the introduction of extended tours the Bargaining Unit Representative will make written application to Program Director/Manager. A meeting with the Bargaining Unit President will be arranged to discuss the matter and to determine if and when a vote will be held. The Program Director/Manager will respond to the request in writing to the Bargaining Unit President within two weeks of the meeting.

Where a vote is to be taken pursuant to Article F-1 (a) of the Collective Agreement, the following procedure will be followed:

- (a) A locked ballot box will be placed in the Nursing Unit.
- (b) A voter's list of all full-time and regular part-time Employees assigned to the floor/unit, excluding Employee's working in temporary full-time or temporary regular part-time positions, will be posted by the ballot box.
- (c) Only Employees assigned to the floor/unit may vote. If an Employee is currently on a leave of absence she/he may come into the Hospital to vote but cannot vote by proxy. Any relief Employees filling in for leaves of absence or illness are not eligible to vote.
- (d) To vote, the Employee must sign her/his name beside her/his name on the voter's list, make an "X" beside her/his choice on the ballot, then deposit the ballot into the locked ballot box.
- (e) The vote will take place over a one (1) week period and the ballot box will remain in the Nursing Unit during that period.

- (f) The box will be opened and the votes counted in the presence of an ONA Executive Representative and a Human Resource Administrator.

F-12 Breaks will be as provided in Article 13.02 of the Central Agreement.

F-13 All provisions in this Appendix 5 of Local Issues will apply to Employees working Extended Tours unless expressly amended above.

F-14 All full-time and part-time Employees shall be required to work Extended Tours in those areas where the compressed work week is scheduled. Where a unit that has approved Extended Tours is amalgamated with a unit that has not approved or requested Extended Tours, a vote under Article F-1 of the Employees assigned to the amalgamated unit shall be held.

F-15 Full-Time Only

Pursuant to Article 16 of the Collective Agreement for clarification purposes vacation entitlement for Employees working Extended Tours is as follows:

- (a) 3 week entitlement = 112.5 hours = 10.0 Extended Tours
- (b) 4 week entitlement = 150.0 hours = 13.3 Extended Tours
- (c) 5 week entitlement = 187.5 hours = 16.6 Extended Tours
- (d) 6 week entitlement = 225.0 hours = 20.0 Extended Tours
- (e) 7 week entitlement = 262.5 hours = 23.3 Extended Tours

## **ARTICLE G – PREMIUM PAYMENT**

- G-1 (a) A full-time or regular part-time Employee shall receive premium pay for all hours worked on a third (3<sup>rd</sup>) and subsequent weekend and subsequent consecutive weekends, save and except where:
- i) Such weekend or part thereof has been worked by the Employee to satisfy specific days off requested by such Employee; or
  - ii) Such Employee has requested weekend work; or
  - iii) Such weekend is worked as the result of an exchange of tours with another Employee.
- (b) Employees called in for weekend work will not have their posted schedule altered or cancelled as result of the call in.

The Hospital shall not cancel the prescheduled weekend shifts which become a premium pay weekend as a result of being called in for work on the previous weekends off.

G-2 Employees shall be paid weekend premium in accordance with Article 14.15 for each hour worked between 2300 hours Friday and 2300 hours Sunday.

G-3 Shift Premium

Employees will receive evening shift premium for all hours worked between 1500 hours and 2300 hours and will receive night shift premium for all hours worked between 2300 hours and 0700 hours.

G-4 Premium pay will be paid for all hours worked that are less than the forty-eight (48) hours off, cited in H-1 (i), or the twenty-four (24) hours scheduled time off, in H-3 (f) and H-3 (g), unless mutually agreed to by the Employee.

G-5 Premium pay will be paid for all hours worked that are less than sixteen (16) hours off between shifts unless mutually agreed to by the Employee as referred to in H-1 (c).

**ARTICLE H – SCHEDULING OBJECTIVES**

H-1 Scheduling Objectives: The Hospital will endeavour to maintain and achieve the following objectives in the formulation of working schedules, although it is recognized by the Association that it has not been and may not always be possible to attain these objectives:

- (a) Draft shift schedules will be posted six (6) weeks in advance. Employees, who wish to make changes on their schedules may do so by exchanging their shifts in the six (6) week prior to the schedule becoming effective. Any such changes are subject to the approval of the Program Director/Manager. This does not preclude future mutual exchanges for this scheduling period, as outlined in Article H-1(m). The finalized schedules shall be posted, except in cases of emergency five (5) weeks in advance and shall cover not less than a six (6) week period.

- (b) The Hospital shall ensure that each Employee receives two (2) weekends off in every four (4) weekends. The Hospital will endeavour to maintain weekends off so that approved vacation requests do not impact weekends employees are scheduled to work.

Where an Employee is scheduled to be off duty for a weekend she will be scheduled off duty for a period of not less than fifty-six (56) hours between the end of her scheduled Friday shift and the commencement of her next scheduled shift unless the Employee agrees otherwise.

Where an Employee is scheduled to work, called into work or assigned to standby during any of these fifty-six (56) hours stated above, the Employee shall be considered to have worked the weekend.

- (c) Unless otherwise requested by an Employee in writing through a mutual exchange of tours/Special Requests, there shall be a period of at least sixteen (16) consecutive hours off between scheduled tours of duty for Employees working eight (8) hour tours. The parties agree that the Employment Standards Act sets out a minimum number of hours free from performing work each day.
- (d) Schedules shall provide in any two (2) week period, at least two (2) consecutive days off, and the remaining two (2) days off may be split.
- (e) No split shifts.
- (f) Subject to Article J-2, Employees who wish to be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season must notify the scheduler in writing by October 1<sup>st</sup> each year. When the five (5) day period occurs at the Christmas season, it shall include the period from 0700 hours December 24 to 0700 hours December 27. When the five (5) day period occurs at the New Year's season, it shall include the period from 0700 hours December 31 to 0700 hours January 2. This provision shall not apply to nursing staff who are normally scheduled to work Monday to Friday.
- (g) i) By no later than September 15 in each year, the Hospital shall post a Christmas and New Year's preference sheet and each Employee on the unit shall indicate her preference of holiday time to be scheduled off. The preference sheet shall be removed by October 1, and by November 1 the Hospital shall post the approved Christmas and New Year's schedule, taking into account as much as possible the Employees' preferences. A copy of this approved Christmas and New Year's schedule will be provided to the Bargaining Unit President at the time of posting. Where more Employees have indicated the same holiday time off than the Hospital can

reasonably grant, preference will be given to the Employee who worked the holiday in the preceding year.

- ii) The normal scheduling provisions except Article H-1 (a) shall be waived between December 15<sup>th</sup> and January 10<sup>th</sup> only so that all Employees will be scheduled off work for a minimum of five (5) consecutive days at either Christmas or New Year's, unless the Employee requests other scheduling arrangements which have been approved by the Hospital, and except in areas which are not normally required to work on weekends or paid holidays. Such time off shall be granted, within each home unit, on an alternating basis from year to year, regardless of approved mutuals.
- iii) Vacation time will not normally be granted between December 15<sup>th</sup> and January 10<sup>th</sup>. Where the operational requirements of the Hospital will allow, vacation will be considered during this period. Where the Hospital has granted an Employee's request for vacation during this period, it is understood that the Hospital may not be able to grant five (5) consecutive days off at Christmas or New Year's to that Employee.
  - A) Where vacation will be considered for the period between December 15<sup>th</sup> and January 10<sup>th</sup>, vacation quotas by unit will be posted on the unit no later than September 15 in each year. Employees in the unit will indicate their vacation preference by no later than October 1<sup>st</sup> and the Employer will notify the employee by no later than November 1<sup>st</sup>. Vacations during this period will be granted as per Article I on a rotating seniority basis.
  - B) Where, subsequent to the process identified in (i) above, it is determined on a unit that additional Employees may have time off during the period between December 15<sup>th</sup> and January 10<sup>th</sup> regardless of when that determination is made prior to the Christmas/ New Year's period, the Unit Managers will offer vacation time off prior to offering or approving any unpaid absent time. Any vacation time off will be granted as per Article I.
- iv) A) Notwithstanding the above and subject to the operational needs of the Hospital, the Hospital and the Union agree that all employees on a unit can elect to maintain their master rotation when seventy percent (70%) of the full-time on a particular nursing unit have so indicated by secret ballot.

- B) The agreement to maintain the master rotation, may be discontinued in any unit when:
  - 1) Seventy percent (70%) of the full-time employees in the unit who cast votes, excluding employee's in temporary positions, so indicate by a union supervised secret ballot, or
  - 2) The Hospital serves notice of its desire to revert to the prior scheduling arrangement under this Article because of:
    - (i) adverse effects on patient care;
    - (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.
- C) When either party in accordance with paragraph (b) above gives notice of discontinuation then:
  - 1) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuance in an attempt to resolve identified problems; and
  - 2) Where the parties are unable to resolve identified problems and where it is determined that the agreement to maintain the master schedule is to be discontinued, the discontinuation will occur on the following years' schedule or after the date of the meeting in i) above, if the meeting occurs prior to September 1<sup>st</sup>.
- (h) Employees working eight (8) hour tours will not be scheduled to work more than six (6) consecutive days without a day off. Premium pay will be paid for any day worked on the seventh (7) and subsequent consecutive shift except where:
  - i) Such days are worked by the Employee to satisfy specific days off requested by such Employee.
  - ii) Such Employee has requested to work.
  - iii) Such days are worked as a result of an exchange of shifts or days with another Employee.



- (i) There shall not be less than forty-eight (48) hours scheduled off after the completion of a tour of scheduled night duty and the commencement of a change in shift. The Hospital will endeavour to schedule no more than four (4) consecutive night shifts for 7.5 hour tours.
- (j) Employees required to serve on or attend any of the proceedings outlined in Article 11.06, Jury & Witness Duty, of the Central Collective Agreement shall have their schedule changed to a day tour for each day on which they are required to attend. The Employees will not be required to work a scheduled weekend in the same week in which they have attended these proceedings if their attendance has equalled or exceeded thirty-seven point five (37.5) hours in the week. Changes to an Employees' schedule to comply with this paragraph shall not give rise to premium pay entitlement.
- (k)
  - i) Where a nurse works a tour of eight (8) hours and then is called in from standby and who works beyond 2300 hours such nurse shall not be required to return to regular duties at the Hospital without eight (8) hours of time off. Where such time extends into the nurse's next shift, the Employee may elect to use her accumulated approved overtime hours or statutory hours owed first, and then for full time employees vacation time owing if no other employee has been denied vacation in accordance with Article I-5.
  - ii) Where a nurse works an extended tour of twelve (12) hours and then is called in from standby and who works beyond 2300 hours such nurse shall not be required to return to regular duties at the Hospital without twelve (12) hours of time off. Where such time extends into the nurse's next shift, the Employee may elect to use her accumulated approved overtime hours or statutory hours owed first and then for full time employees vacation time owing if no other employee has been denied vacation in accordance with Article I-5.
- (l) Standby
  - i)
    - A) The Hospital will notify the Bargaining Unit President/Designate prior to initiating ongoing standby assignments on any unit.
    - B) Scheduled standby assignments will be distributed equally amongst the qualified Employees in any unit utilizing standby.
  - ii) Standby assignments shall be posted at the same time as the tour of duty schedules. Employees shall be permitted to exchange their standby assignments, using the prescribed computerized method.

- A) A full-time employee will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the Employee and the Hospital.
- B) When a full-time or part-time Employee is scheduled for standby on a weekend, she or he is considered to be "working" the weekend for the purposes of scheduling provisions.
- iii) Employees scheduled for standby shall be provided with beepers.
- iv) The Hospital will make available the equivalent of one (1) private hospital room for Employees scheduled for standby.
- v) Standby schedules will not be reassigned without consultation with the Employee whose schedule is being changed.
- vi) Where an Employee is scheduled for standby from 2300 hours to 0700 hours, she is called in from standby, and such call in extends past 0700 hours, the call in shall cease at 0700 hours and she will be relieved of her duties as soon as relief is available.
- vii) Where an Employee on standby is required to perform telephone consultation the Hospital will notify the Bargaining Unit President of the affected unit or area and provide a list of affected employees. The Hospital shall meet with the Association prior to initiating this work.

(m) Mutual Exchange of Tours/Special Requests

A mutual is a mutually agreed exchange of two (2) full tours or regular days off between two (2) employees within the duration of the posted schedule(s).

Employees within a unit may mutually agree to exchange regular days off or tours. The agreement to exchange tours shall be in the prescribed computerized method, including the exchanges made during the draft week. Exchanges made during the draft week will be considered as separate and apart from exchange requests after the posted schedule.

Such requests shall be considered by the Manager/Designate and approval given shall be in writing within seventy hours (72) hours and shall not be unreasonably denied. Once a shift exchange has been approved by the Unit Manager the nurses involved in the exchange will not be responsible for the originally scheduled shift.

It is understood that any such changes shall not result in any overtime or premium payment, nor shall such tour of duty result in an Employee working more than four (4) consecutive extended tours or five (5) consecutive tours for 2D 2N.

Clarity Note:

Employees may mutually agree to exchange regular days off or tours of equal duration only (e.g. 8 hr for 8 hr, 12 hr for 12 hr).

After the finalized schedule is posted in accordance with Article H-1 (a) above any mutually agreed to exchange of regular days off or tours will be limited to the requesting and accepting employee only. Such requests will be approved in extenuating circumstances only.

Special Requests

- i) Employees may request specific time off by entering a Special Request in the computerized staff scheduling Module at least two (2) weeks prior to the posting date of the draft schedule;
  - ii) The Hospital will make every effort to honour such requests subject to the needs of the Hospital and shall notify the Employee, in writing of the outcome of her request, at the time of the posting of the draft schedule. For more immediate requests, the Employee will receive written notification as soon as possible;
  - iii) Employees will be able to print a copy of their request for their personal records.
- (n) In respect of an Employee who normally rotates, the Hospital will schedule the Employee to work days and evenings and days and nights. This shall not preclude an Employee from working either the evening shift or the night shift on a permanent basis conditional upon approval of the Program Director/Manager. The Hospital reserves the right to withdraw such approval or to require any Employee normally working a permanent shift to work other shifts for the purpose of familiarization or performance review.
- (o) Full-Time Only
- Where a full-time Employee normally rotates on at least two (2) of the three (3) tours of duty, at least fifty percent (50%) of her tours shall be scheduled on the day tour over the schedule period unless otherwise mutually agreed upon by the Employee and the Employer.
- (p) Employees who are unable to report for their regularly scheduled shift shall give the Hospital three (3) hours' notice for the evening and

night shift and ~~one~~ two (2) notice for the day shift. Employees will endeavour to notify the Hospital as far in advance as possible of their absence.

## H-2 Hours of Work

When the Hospital decides to make a permanent change to the normal scheduled hours of work in a unit, it will advise the Bargaining Unit President/Designate at least thirty (30) days prior to implementing the change and will, if the Bargaining Unit President/Designate requests in a timely fashion, discuss the proposed changes with the Association. The Bargaining Unit President/ Designate must request a meeting within seven (7) days of receipt of this notification.

The Hospital will provide to the Bargaining Unit President/designate copies of all master schedules used in the nursing departments. Any new masters will be provided to the Local Association for review prior to implementation.

Employees on the affected unit will choose their placement on the new master schedule by seniority.

Where the Employer makes a permanent change in the starting and stopping times of the current hours of work, the Employer will provide the Bargaining Unit President with four (4) weeks' notice and will discuss any changes with the Bargaining Unit President/ Designate prior to implementation.

## H-3 Commitment /Scheduling

### (a) Commitment of Regular Part-time Employees

- i) Regular part-time Employees must be available as required by the Hospital to work twelve (12) calendar months of the year, except for any period of approved scheduled vacation and or approved Leave of Absence and her/his commitment will include the following conditions:
- ii) Regular Part-Time Employees must be available for work on the following basis:
  - A) Thirty-seven and one half (37 ½) hours in a two (2) week period for those Employees working tours 7.5 hours. For those working extended tours forty-five (45) hours in a two week period.
  - B) Every other weekend
  - C) As required either:
    - 1) Christmas period as defined in Article H-1,

or

- 2) New Year's period as defined in Article H-1.
- D) Two (2) of the three (3) tours although specific preference for one (1) tour other than days will be respected when possible.
- E) Regular part-time will not be scheduled to work their full commitment during any two (2) week period in which the Employee has a period of scheduled vacation or other unavailability. In circumstances where the vacation is approved commitment during the two (2) week period will be reduced by one half (1/2).

CLARITY NOTE: When on approved vacation (including weekends) commitment will be reduced to:

12 hour tour units = 22.5 hours per two (2) week period  
8 hour tour units = 15 hours per two (2) week period

- (b) A regular part-time Employee's commitment to be available for work as required will include the following conditions:
  - i) 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
  - ii) The scheduling for regular part-time Employees will be as follows:
    - A) If there are shifts left over, prior to the draft schedule being posted, such shifts shall be scheduled equally according to seniority to those Employees who have indicated they are available for additional shifts prior to utilizing regular part-time Employees from another unit and/or casual Employees.
    - B) Additional available tours, after the schedule is posted will be offered accordingly by continuous rotating seniority using the seniority based call-in sheet as follows
      - 1) To RPT Employees, including job-sharers, on the unit who have indicated they are available for additional shifts as per Article H-3 (c) ii) C) 1).

then

- 2) To casual Employees on the unit on a rotating seniority basis.

If the tour remains available that tour will be offered to, on a rotating seniority basis:

- 1) RPT Employees, including job-sharers, who float from other units as per Article H-3 (c) ii) C) 2).

then

- 2) Casual employees who float from other units as per Article H-3 (c) ii) C) 2

- C) 1) Employees who wish to be considered for additional shifts either on the weekend or during the week or both must indicate their availability to work hours in excess of their commitment. Such indication will be in writing to the Program Director/Manager by March 1 and September 1 and will indicate the number of additional hours the employee wishes to be considered for in excess of her commitment.

Such change will take effect on the next posted schedule, and will remain in effect until the Employee submits a new request as per the timelines as outlined above.

In the case of an Employee whose availability changes during the above referenced time frames due to unforeseen circumstances, the Employee will discuss such changes with the Program Director/Manager and such changes will be implemented upon mutual agreement and will be in effect for the remainder of the current six month period.

- 2) Provided they are qualified, Employees may submit their availability to work additional tours to more than one unit. Such request must be approved by the receiving Manager.

- D) 1) Where a regular part-time Employee has fallen below commitment due to a cancellation or lack of available work for whatever reason, this regular part-time Employee will be offered the first available shifts to bring her up to commitment. No Employee will be offered

additional shifts until all Employees have been scheduled up to their commitment. Where a regular part-time Employee has had a shift cancelled and the identical shift becomes available, it will be offered to the Employee who had the shift cancelled.

- 2) Notwithstanding D) 1) above, where a full-time employee has been cancelled due to a lack of available work or for whatever reason the full-time employee will be offered the first available shift before a regular part-time employee. Where a full-time Employee has had a shift cancelled and the identical shift becomes available, it will be offered to the Employee who had the shift cancelled.
  - 3) In circumstances where the full-time or part-time Employee under D1 and D2 above, select an option other than to accept the layoff under Article 10.09 (b) (i) (A), the Central provisions will prevail.
- E) It is understood that the Hospital will not be required to offer shifts which would result in overtime premium pay.
- F) When available work results in premium pay, it will be offered by seniority as follows, providing premium pay is required for any Employee offered the shift:
- 1) To RPT on the unit who have not been offered commitment, then
  - 2) To RPT on the unit (including job-sharers) who have not been offered up to full-time hours, then
  - 3) To FT on the unit unless they have indicated in writing to the Program Director/Manager, they do not wish to be called for additional shifts, then
  - 4) To RPT on the unit over full-time hours, then
  - 5) To casuals on the unit, then
  - 6) To RPT from other units who have stated in writing their availability, then
  - 7) To casuals from other units who have stated in writing their availability.

- G) Voluntary overtime hours available which are in conjunction with a scheduled shift will be offered to full-time Employees and regular part time Employees who are working the scheduled shift on a rotational seniority basis providing the above scheduling provisions are met.
- (c)
    - i) A tour will be deemed to be offered whenever a call is placed; only one (1) tour refused within a calendar day will be counted against the Employee's commitment.
    - ii) Where a call-in shift is offered to Employees marked as a mutual shift exchange, and where the Employee is the one who initiated the mutual exchange and is not available to work, the shift will not be counted against the Employee's commitment.
    - iii) Education, Jury Duty, Union Leave, will not be counted towards the Employee's scheduled commitment.
  - (d) The parties agree that when tours become available on both days of the weekend the Hospital will offer the tours on both days to the Employee in line for the call. If the employee can do both, no further calls are made. If the employee can do only one (1), that tour is given to the employee and the Hospital then follows the list to cover the remaining tour.
  - (e) Additional tours shall be offered in accordance with H-3 (c) ii) B) if the additional tour begins after the Employee has been off twenty-four (24) consecutive hours.
  - (f) For call in purposes, a part-time Employee must have 24 hours scheduled time off before shift changes.

#### H-4 Short Tours

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

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



- (c) The Hospital agrees to meet with the Local Union to discuss the need to implement the scheduling of tours of less than 7.5 hours in areas not currently utilizing them.
- (d) There shall be an equitable distribution of such scheduled tours among the part-time Employees in each unit.
- (e) Employees working less than 7.5 hour tours shall be granted the appropriate paid rest period.
- (f) For Employees working tours of duty of less than 7.5 hours, no more than six (6) shifts in a row shall be scheduled. If an Employee is required to work on a seventh (7<sup>th</sup>) consecutive and subsequent tour, then she will receive premium payment for each shift so worked until a day off is scheduled.

H-5

- (a) For the purposes of scheduling shift layoffs/displacements and shift cancellation, a day shift is defined as any shift commencing within the hours of 0600 to 1000 hours.
- (b) A full time or regular part time Employee who has been laid off and has exercised her bumping rights to work on another unit or has accepted work on another unit after being cancelled, will remain on that Unit even if her shift becomes available. This clause applies to Employees working both regular and extended tours.

H-6

Part-time Employees Hired for Weekend Work

- (a) The Hospital agrees to the implementation of the "Weekend Program" for part-time Employees whereby regular part-time Employees requesting to be in the program are scheduled to work only weekends.
- (b) Regular part-time Employees working the Weekend Program shall not receive weekends off, as per Article G-1 (a), and as such will not receive premium pay as per Article G-1 (b).
- (c) Any request made by an Employee working the Weekend Program for a weekend off, because of a special personal circumstance, will be considered and, if possible, approved by the Hospital if such request is made not less than two (2) weeks prior to the posting of a draft schedule.
- (d) Regular part-time Employees working the Weekend Program will not normally work Monday to Friday but may do so if they indicate that they are available for such work and if all available shifts have been offered to regular part-time Employees first as per Article H-3.

## H-7 Master Rotations

Where the Regular part time Nurses on a unit have developed a master rotation which conforms to the Collective Agreement and with the staffing requirements established by the Hospital for the Unit, they may submit the schedules along with a request for implementation to the Hospital and Union. The Hospital will then discuss the request and proposed schedule with the Association at the Hospital Association Committee.

If the parties agree to the proposed master rotation, - with or without amendments – a process for implementation, which may include a trial, will be developed and agreed to by the parties prior to implementation on the unit.

## H-8 Scheduling Extended Tours – 2DAY/2NIGHT

- (a) When the Hospital and the Union agree, the 2D 2N Extended Tour Schedule may be instituted when eighty-five percent (85%) of the full-time and part-time employees on a particular nursing unit have so indicated by secret ballot. For Employees who indicate to their unit Manager that they do not wish to work Extended Tours, the Hospital will endeavour to schedule these Employees on a normal rotation.
- (b) When less than eight-five percent (85%) of the staff on a particular nursing unit vote, as outlined in Paragraph 1, in favour of the 2D 2N Extended Tour Schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination 2D 2N Extended Tour Schedule, other Extended Tours and normal (7.5 hour) tour in a particular unit.
- (c) The eighty-five percent (85%) figure above may be varied by mutual agreement of the parties.
- (d) The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to in paragraph 1.
- (e) At any meeting with the Employer to discuss the 2D 2N schedule, a member of the Local executive should be in attendance.
- (f) A trial of the 2D 2N schedule shall run for any twenty-four (24) week period agreed to by the parties; after which a further vote of the Employees on the Unit will be conducted. Where at least eighty-five percent (85%) of the Employees of the Unit indicate a willingness to continue with the 2D 2N schedule, the arrangement will become permanent.

- (g) i) 2D 2N schedule may be discontinued in any unit when:
    - A) Sixty-five (65%) of the Employees in the unit, so indicate by secret ballot, or
    - B) The Hospital decides to do so because of:
      - 1) Adverse effects on patient care;
      - 2) Inability to provide a workable staffing schedule;  
or
      - 3) 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.
  - ii) When notice of discontinuation is given by either party in accordance with number H-8 (g) (i) above then:
    - A) The parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and
    - B) Where it is determined that the 2 day/2 night schedule is to be discontinued, the schedule will be discontinued sixty (60) days after that date of the meeting in (B) above.
  - iii) The Local Association shall be informed of the results of the secret ballot within seven (7) days.
- (h) The scheduling provisions contained in Articles F and H are applicable except as amended below:
    - i) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this the Employee shall be paid a premium pay for the fifth and subsequent day until a day off is scheduled.
    - ii) Employees shall receive at least every fourth (4<sup>th</sup>) weekend off, which shall consist of six (6) consecutive Extended Tours, which shall commence no later than 1930 hours Friday.
    - iii) An Employee shall receive premium pay for all hours worked on a fourth (4<sup>th</sup>) consecutive and subsequent weekend until a weekend off is scheduled, save and except:

- A) Such weekend has been worked by the Employee to satisfy specific days off required by such Employee; or
  - B) Such Employee has requested to be scheduled additional weekend work; or
  - C) Such weekend is worked as the result of an exchange of shifts with other Employees.
- (i) All schedules will be done on the basis that each full-time Employee will be scheduled for 1,950 hours per year.

## H- 9

Self Scheduling

- (a) Self Scheduling shall be introduced into any unit, on a trial basis for a period of not less than six (6) months (or such longer period of time as the Hospital and the Union may mutually agree upon) when:
- i) Eighty-five percent (85%) of the Full-time/Regular Part-time Employees in the unit who cast votes, excluding Employee's in temporary positions, so indicate by union supervised secret ballot, and
  - ii) The Hospital agrees to implement self scheduling such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Self scheduling shall be continued in any unit beyond the trial period referred to in Article (a) when:
- i) Eight-five percent (85%) of the Full-time/Regular Part-time Employees in the unit who cast votes, excluding Employee's in temporary positions so indicate by secret ballot, such ballot to be held in the third last week of the trial period
  - ii) The Hospital agrees to continue self scheduling. Such agreement shall not be withheld in an unreasonable or arbitrary manner
- (c) Self scheduling may be discontinued in any unit when:
- i) Eight-five percent (85%) of the Full-time/Regular Part-time Employees in the unit who cast votes, excluding Employee's in temporary positions, so indicate by a union supervised secret ballot, or
  - ii) The Hospital serves notice of its desire to discontinue self scheduling 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.
- (d) When either party in accordance with paragraph (b) above gives notice of discontinuation then:
- i) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuance in an attempt to resolve identified problems; and
  - ii) Where the parties are unable to resolve identified problems and where it is determined that the extended tours are to be discontinued, the self scheduling will be discontinued sixty (60) days after the date of the meeting in i) above
- (e) Employees participating in self-scheduling shall be responsible for scheduling their hours including paid holidays and lieu days.
- (f) The schedules must comply with the staffing criteria established by the Hospital for the unit. Each schedule once completed, must be submitted to the Manager for approval. In establishing the criteria or in reviewing the schedules, neither the Hospital nor the Manager will act in an arbitrary or unreasonable manner.
- (g) All full time and regular part time Employees on the Unit must participate in the self scheduling unless otherwise mutually agreed to by the parties.

H-10 Cancellation of Single/Partial Shift

Where the employer cancels either a single or partial shift on a unit the following will occur:

- (a) The Employee(s) to be cancelled will be the most junior working that shift in the status/classification as determined by the Employer.

**ARTICLE I – VACATIONS**

- I-1 The date for determining an Employee's vacation entitlement will be her anniversary date as may be adjusted under this Agreement.
- I-2 Unless the full-time Employees have voted to maintain their master schedule in accordance with Articles F-8 (e) or H-1 (f) and (g), vacation time will not normally be granted between December 15<sup>th</sup> and January 10<sup>th</sup>. Where the operational requirements of the Hospital will allow, vacation may be granted during this period. Where the Hospital has granted an

Employee's request for vacation during this period, it is understood that the Hospital may not be able to grant five (5) consecutive days off at Christmas or New Year's to that Employee.

- (a) Vacation quotas by unit for the period between December 15<sup>th</sup> and January 10<sup>th</sup> will be posted on the unit no later than September 15<sup>th</sup> in each year. Vacations during this period will be granted as per Article I -5.
- (b) Where, subsequent to the process identified in (a) above, it is determined on a unit that additional Employees may have time off during the period between December 15<sup>th</sup> and January 10<sup>th</sup>, regardless of when that determination is made prior to the Christmas/ New Year's period, the Unit Managers will offer vacation time off prior to offering or approving any unpaid absent time. Any vacation time off will be granted as per Article I-5.

I-3

### Full Time Only

Vacation hours are accrued in the current year for use in the following vacation year. The Employee's biweekly paystub will indicate the number of hours available for use in the current year and the number of hours accrued for use in the following year. The number of available hours on the paystub will be updated as vacation is taken.

- a) By January 31<sup>st</sup> of each year, the Hospital will add each Employee's accrued vacation hours from the previous year into their available bank for use during the June 1<sup>st</sup> to December 31<sup>st</sup> preference period under Article I-5 or under Article I-3 (c) below. The Employee may use the hours that appear on their paystub that are not already approved for future vacation time to make vacation requests under this clause.

Example: If a nurse has 225 hours (11.25 hours x 20 days) in her vacation bank as at January 31<sup>st</sup> of the current year, but is already preapproved to take 56.25 hours (11.25 hours x 5 days) in March of the current year, she would have 168.75 hours (225 hours less 56.25 hours) available to utilize for the June 1<sup>st</sup> to December 31<sup>st</sup> preference period under Article I-5.

- b) Vacation hours accrued from January 1st to May 31st of the current year for the January 11<sup>th</sup> to May 31st preference period of the next following year under Article I-5 may be requested by the Employee. Employees may request up to the total number of accrued hours shown on the last paystub the Employee receives in May. The Employee may use these reported accrued vacation hours and any available hours that appear on their paystub that are not already approved for future vacation time to make vacation requests under this clause.

Example: If a nurse accrued 90 hours (11.25 hours x 8 days) from January 1<sup>st</sup> to May 31<sup>st</sup> of the current year, those hours together with any available hours on her paystub that are not already approved for future vacation time, may be utilized for the January 11<sup>th</sup> to May 31<sup>st</sup> preference period of the next following year under Article I-5. These 90 hours will be added to the hours shown on the paystub by January 31<sup>st</sup> of the next following year.

- c) For all other requests outside the vacation planning periods set out in Article I-5 each employee is entitled to request and use the number of available vacation hours shown on the paystub which are not already approved for future vacation time, and should plan their vacation accordingly.

However, upon written request to the Program Director/Manager, scheduling of vacation may be deferred as late as six (6) months following the year of entitlement. If an Employee has not taken her vacation by this time, the Program Director shall schedule the Employee's vacation at a time convenient for the department.

- I-4 The Hospital shall establish daily vacation quotas for each nursing unit/area which shall not be unduly restrictive. The quota will include only members of the bargaining unit and will be indicated on the unit vacation notice. The vacation quotas for each unit/area will be filed with the Bargaining Unit President prior to January 15 of each year. It is understood that the full-time and regular part-time quotas may be integrated in units where only one (1) employee is allowed off in a twenty-four (24) hour period.

Notwithstanding Article 16, full time Employees' are requested to submit vacation requests for only their scheduled day of work.

- I-5 Where more Employees have indicated on the posted notice the same period of time than the Hospital can reasonably grant, then seniority will govern with respect to vacation requests submitted within the above-referenced time limits.

Vacation requests for time during the March break shall be granted on a rotating seniority basis.

- (a) For the Period of June 1<sup>st</sup> to November 30<sup>th</sup>

The Hospital will post a visible vacation planner in each unit by January 2<sup>nd</sup> of each year. It is understood that an integrated vacation planner will be posted for units with integrated quotas.

The vacation planner process for the period from June 1<sup>st</sup> to November 30<sup>th</sup> will be as follows:

- i) Top one third of the senior nurses submit on the planner and in writing by January 15<sup>th</sup>
- ii) The remainder of the nurses on the unit submit on the planner and in writing by January 31<sup>st</sup>
- iii) The approved vacation planner will be posted on the unit by February 15<sup>th</sup> and a copy will be provided to the Bargaining Unit President
- iv) Vacation requested following the completion of this planning process will be considered on a first come first served basis subject to the operational requirements of the Hospital and will not be unreasonably denied. Requests that are within the established departmental quota, will be responded to within three (3) weeks. Requests that exceed the established departmental quota will be responded to at the time of the posted schedule and will be considered based on the ability to obtain coverage. The Hospital reserves the right to deny vacation requests that result in premium pay. If the vacation request is within the three (3) week period as outlined in this article, it will be responded to in a shorter time.
- v) Where more Employees have indicated on the posted notice the same period of time than the Hospital can reasonably grant, then seniority will govern with respect to vacation requests submitted within the above-referenced time limits.

(b) For the Period of December 1<sup>st</sup> to May 31<sup>st</sup>

The Hospital will post a visible vacation planner in each unit by July 2<sup>nd</sup> of each year. It is understood that an integrated vacation planner will be posted for units with integrated quotas.

The vacation planner process for the period from December 1<sup>st</sup> to May 31<sup>st</sup> will be as follows:

- i) Top one third of the senior nurses submit on the planner and in writing by July 15<sup>th</sup>
- ii) The remainder of the nurses on the unit submit on the planner and in writing by July 31<sup>st</sup>



- iii) The approved vacation planner will be posted on the unit by August 15<sup>th</sup> and a copy will be provided to the Bargaining Unit President
- iv) Vacation requested following the completion of this planning process will be considered on a first come first served basis subject to the operational requirements of the Hospital and will not be unreasonably denied. Requests that are within the established departmental quota, will be responded to within three (3) weeks. Requests that exceed the established departmental quota will be responded to at the time of the posted schedule and will be considered based on the ability to obtain coverage. The Hospital reserves the right to deny vacation requests that result in premium pay. If the vacation request is within the three (3) week period as outlined in this article, it will be responded to in a shorter time.
- c)
  - i) Prime time vacation is defined as July 1 – September 15 and will be scheduled as follows:
    - (A) Subject to I-5 a) above, prime time vacation requests will be approved in up to three week blocks. The hospital will not unreasonably deny a request for extension of this time off due to extenuating circumstances. Should additional time be left open during this period, such time will be available on a seniority basis.
  - ii) The Christmas period is defined as December 15 – January 10.
    - (A) Subject to I-5 b) above, vacation time will not normally be granted between December 15 and January 10th. Where the operational requirements of the Hospital allow, vacation may be granted during this period. Where the Hospital has granted a nurse's request for vacation during this period, it is understood that the Hospital may not be able to grant five (5) consecutive days off at Christmas or New Year's to that nurse.
- d) For units that have voted to maintain their master schedule in accordance with Articles F-8 (e) or H-1 (g) iv), the vacation preference period will be June 1st of the current year to January 10th of the following year.

I-6

Vacation time that becomes available after the planner has been posted either through cancellation or the ability to offer additional time off will be offered to the Employees on the unit and approved based on the order the responses are received after the offer has been made.

- I-7 Where the employee has vacation approved prior to an approved transfer and such approved vacation conflicts with the approved vacation of an employee on the new unit, then the Program Director/Manager/Designate will endeavour to accommodate the previously approved vacation of the transferring employee.
- I-8 All regular part-time Employees shall be entitled to unpaid vacation time off equivalent to the vacation entitlement of full-time Employees based on equivalent years of service, calculated pursuant to the formula set out in Article 16.03 of the Central Agreement.
- I-9 The Hospital may allow the utilization of single vacation days up to a maximum of ten (10) per year provided that the Employee requests them through the prescribed computerized method at least two (2) weeks prior to the start of the draft schedule. The scheduling of such days will not impact on the vacations which have been approved in accordance with Article I. Such requests shall not be unreasonably denied.
- I-10 Full-Time Only
- In the case of an Employee who has scheduled vacation of five (5) days or more, the Hospital will schedule at least one weekend off (Saturday and Sunday consecutive) either immediately prior to or following the vacation period. The hospital will endeavour to schedule both weekends off if possible and subject to the availability of appropriate coverage.
- I-11 Any employee requests for changes to scheduled vacation must be mutually agreed to between the Employee and Program Director/Manager. Requests to reschedule or cancel vacation must be provided to the Program Director/Manager at least three (3) weeks prior to the previously arranged commencement date of vacation.
- I-12 All part-time Employees shall be paid their appropriate percentage of vacation pay on each cheque. The biweekly statement will reflect the vacation percentage entitlement.
- I-13 The parties agree that a vacation year is defined as being from January 1<sup>st</sup> to December 31<sup>st</sup> of each year.

## **ARTICLE J – PAID HOLIDAYS**

- J-1 For the purposes of Article 15.01, the following are designated paid holidays.
- |   |  |
|---|--|
| New Year's Day "January 1 <sup>st</sup> "       | Labour Day                                 |
| Good Friday                                     | Thanksgiving Day                           |
| Family Day (3 <sup>rd</sup> Monday in February) | Christmas Day "December 25 <sup>th</sup> " |
| Remembrance Day "November 11 <sup>th</sup> "    | Boxing Day "December 26 <sup>th</sup> "    |

Victoria Day  
Canada Day "July 1<sup>st</sup>"

Easter Monday  
Civic Holiday

J-2 The parties hereto recognize that the Hospital must extend daily service to patients and that the Hospital operates on a twenty-four (24) hour, seven (7) day basis. It is, therefore, necessary to retain a large portion of the Employees even on holidays.

Where an Employee has been scheduled to work the Christmas holiday of the preceding year, the Hospital will endeavour to grant the Christmas holiday off the following year unless otherwise mutually agreed. In the event of a conflict between the Employees on the unit seniority will apply.

Should patient census and/or scheduling requirements permit, an Employee may be scheduled off for both Christmas and New Year's Day. Where such option is available, it will be offered on the unit by rotating seniority.

J-3 Full time Only

(a) An Employee may accumulate a maximum of three (3) lieu days at any given time. These lieu days may be taken at a time mutually agreed upon.

(b) Requests for Lieu days off will be granted forty-five (45) days prior to or following such paid holidays or at a time mutually agreed upon.

J-4 In accordance with Article 15.05 of the Central Collective Agreement, premium pay will be paid for all hours worked during the twenty-four (24) hour period of the recognized paid holiday.

J-5 Staff normally scheduled to work Monday to Friday are to be scheduled off every paid holiday.

## **ARTICLE K – BULLETIN BOARDS**

K-1 Once an electronic Bulletin board has been provided to the Union, the Hospital will provide two (2) bulletin boards in mutually suitable locations for the purpose of posting notices regarding meetings and other matters pertaining to Association business. All such notices must be signed by a member of the Association Executive. The Hospital reserves the right to remove any notice that contravenes the Mission Statement and Philosophy of the Hospital. The Bargaining Unit Executive may use the E-mail/ Office Automation (OA) system for notices regarding meetings and other matters pertaining to Union business.

K-2 The Local Association will provide and maintain a Union binder at each nursing station. This binder will contain copies of notices posted on the

Ontario Nurses' Association bulletin boards and may also contain a copy of the full-time and part-time Collective Agreement.

- K-3 The Employer will provide an electronic bulletin board to be used for notices pertaining to the Union and its membership, such use will comply with the Hospital's policies and procedures on the use of the electronic communication. Access to post notices or information will be provided for the Bargaining Unit President and/or designated committee member.

#### **ARTICLE L – MEAL BREAKS AND REST PERIODS**

- L-1 The Employee responsible for the daily work assignment i.e. Patient Care Manager, Charge Nurse, Clinical Resource Nurse or the Unit Leader, will designate meal breaks and rest periods
- L-2 Subject to the provisions of Article 13.01, should an Employee be recalled to duty during her mealtime, the Hospital will use its best endeavours to provide the balance of the meal period later in the shift

#### **ARTICLE M – OVERTIME, EQUIVALENT TIME OFF**

- M-1 For Full-time and Part-time
- (a) Where overtime work is compensated by the Hospital by granting time off, the Hospital shall grant this time off no later than the end of the fiscal year in which it occurs or payment in accordance with the former option shall be made. Overtime of thirty (30) minutes or more may be accumulated for time off as provided for in Article 14.09.
- Notwithstanding the above, where an employee transfers to another unit, any remaining ATO will be paid out at the time of transfer.
- (b) If the employee and Program Director/Manager agree, the time off may be retained beyond the time referenced above in M -1 (a), and this time off may be used in conjunction with planned unit closures and/or partial bed reductions to a maximum of seventy-five (75) hours.
- M-2 The Hospital will provide the employee with confirmation of the approved overtime through the OA system.

#### **ARTICLE N – UNIFORMS**

- N-1 Where an Employee's uniform is damaged other than through her carelessness in the regular performance of her duties, the Hospital shall repair or replace the uniform at the Hospital's expense. This paragraph does not apply where the uniform can be restored to a condition acceptable

to the Hospital by means of cleaning alone. It is the responsibility of each Employee to maintain at her own expense her uniform in a clean and presentable condition.

## **ARTICLE O – MISCELLANEOUS**

### **O-1 Retiree Benefits**

Any bargaining unit employee who retires and wishes to participate in the benefit plans as outlined in Article 17.01(h) & (i) will make arrangements with the Human Resources department to complete a Pre-Authorized Debit Agreement.

### **O-2 Notification to Unsuccessful Job Applicants**

As per Article 10.07 (b) of the Central Agreement, the parties agree that any unsuccessful candidate for a ONA job posting will be notified, in writing, within two weeks of the decision being made and prior to the posting of the name of the successful candidate.

### **O-3 Innovative Schedules**

The parties agree that schedules, other than those included in Articles 13.01 and 13.02, may be developed in order to improve quality of working life, support continuity of patient care, ensure adequate staffing resources, and support cost-efficiency. When an Employee on a unit submits, in writing, a request to work under the innovative scheduling provisions, the Hospital, and the Union will meet to consider the request and if there is agreement to proceed, discuss and finalize the implementation issues.

### **O-4 Article 13.04 – Unit Weekend Schedules**

In order to meet the Hospital's needs for weekend staff and individual Employees' preference for working weekends, the parties agree that when an Employee on a unit submits in writing a desire to work a weekend schedule, the Hospital and the Union will meet to discuss implementation issues which include but are not limited to:

Introduction / Discontinuation;  
Averaging of hours;  
Paid Holiday Bank / Vacation Banks;  
Scheduling Provisions.

### **O-5 Telephone Consultation: Assertive Community Treatment Team & Sexual Assault Treatment Centre**

(a) Employees who are required to provide professional services over the telephone while on stand-by (without returning to the hospital) shall be entitled to a minimum of

- i) 15 minutes' pay for a call received between 0700 hours and 2300 hours, and
- ii) 30 minutes' pay for a call received between 2300 hours and 0700 hours,

at time and one-half times (1½) his or her regular straight time hourly rate, or equivalent time in lieu, per call, regardless of the duration of the call. Any additional time spent on the call over and above the initial minimum time shall be compensated at the same rate but in minimum fifteen (15) minute increments. The employee will complete a record of calls on a form following the period of the call. A call received during a period for which one of the aforesaid minimums is payable as a result of an earlier call will be treated for these purposes as a continuation of that earlier call.

- (b) It is understood that the standby premium in Article 14.07, will be waived when an employee is receiving payment for a telephone consultation.
- (c) It is understood that the Hospital retains the right to continuously review and assess operational, program and client needs, and, as such, shift coverage and standby assignments are subject to change and/or cancellation. It is also understood that the Hospital will provide the Union and employees with six (6) weeks' notice in the event of a change or cancellation.
- (d) The bargaining unit members will receive payment for on call with their regular pay.

## **ARTICLE P – MODIFIED WORK/WSIB**

- P-1 The Hospital will notify the Bargaining Unit President 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 15<sup>th</sup> of each month. The report will show the Employee off work as of the end of the previous month.
- P -2 (a) 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 Bargaining Unit President or designate, the Employee and the Staff Representative of the Ontario Nurses' Association, if available to discuss the circumstances surrounding the Nurses' return to suitable work. The meeting will occur prior to the Employee returning to work on modified/light/alternate work and where possible, within five (5) days of the employee being cleared to return to work. When the terms and conditions of the program have been agreed upon, the Hospital

will confirm such terms and conditions to the Employee with a copy to the Bargaining Unit President/Designate.

- (b) The Employer and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Employer, and to meeting the parties' responsibilities under the law.

To that end, the Employer and the Union agree to cooperate in facilitating the return to work of disabled employees. The Employer and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process. The Employer and the Union agree that all participants will use electronic communication and other communication processes where possible to expedite communication.

- i) A joint Return to Work Committee comprised of an equal number of Union and Employer Representatives will be established. The Committee will meet at least once every four (4) months. The Union committee will receive pay at straight time for hours spent in return to work meetings on a day off. Such hours are invisible for the purposes of determining premium.

The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation.

The RTW Committee will be responsible to develop and recommend strategies for:

- A) Safely integrating accommodated workers back into the workplace;
- B) Education of Employees about the legal, personal, organizational aspects of returning disabled workers to work.

The RTW Committee would also review each of the Modified Work Programs.

- ii) The Employer will provide an updated list of information to the RTW Committee before each quarterly meeting including the following:
  - A) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits;

- B) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked;
  - C) Employees who have been absent from work because of disability for more than 23 months;
  - D) Employees who are currently on a temporary modified work program;
  - E) Employees who are currently permanently accommodated in the workplace;
  - F) Employees who require temporary modified work;
  - G) Employees who require permanent accommodation in the workplace.
- iii) A disabled Employee who has obtained medical clearance from her treating physician to return to work will provide the Employee Health Department with this verification of her ability to return to work including information regarding any restrictions. The Employee Health Department will advise the manager when she is cleared to return to work. It is understood that the Employee Health physician is not the treating physician for the disabled Employee.
- iv) When a returning Employee is in need of modified work or a permanent accommodation the Employer will notify the Union and will provide to them the information obtained under Q-2 (b) iii) above.
- v) As soon as practicable Employee Health, the Manager and the union will meet with the affected employee to create and recommend a return to work plan. Consultation with Human Resources can be requested by either party.
- vi) In creating a return to work plan, Employee Health, the Manager and the Union will examine the disabled Employee's abilities and accommodation needs to determine if the Employee can return to her:
- A) Original position
  - B) Original unit
  - C) Original unit/position with modifications to the work area and/or equipment and/or the work arrangement
  - D) Alternate positions outside the original unit



- vii) In creating a return to work plan, Employee Health, the Manager and the Union will consider the Employee's abilities and accommodation needs, and if she is unable to return to work in accordance with article P-2 (b) vi) above, they will identify any positions in the Hospital in which the Employee may be accommodated.
- viii) An Employee in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such an Employee will remain on the list of Employees requiring permanent accommodation provided under article P-2 (b) ii) G) above. Once an Employee has been offered appropriate permanent accommodation she will be removed from the list of Employees requiring permanent accommodation. The Employer will advise the Union of offers of permanent accommodation.
- ix) The parties recognize that more than one Employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with articles P-2 (b) vi), vii) and viii) above, they must first consider the skills, ability and experience of the Employees. They may then balance additional factors including but not restricted to:
  - A) Ability to acquire skills
  - B) Seniority
  - C) Path of least disruption in the workplace
  - D) Skills, ability and experience
- x) When more than one Employee is deemed by the committee to be suitable for a particular position or arrangement, and the factors as set out in article (P-2 ix) are relatively equal, seniority shall govern.
- xi) The RTW committee will monitor the status of accommodated Employees and the status of Employees awaiting accommodation.
- xii) Alternative Placements
  - A) Before posting, Employee Health and Human Resources will examine all potential vacancies to determine if they can be used to accommodate a disabled Employee who requires accommodation but

cannot return to her home unit in accordance with article Q-2 (b) ix).

- B) If a vacancy is identified as suitable for accommodation purposes, Employee Health and Human Resources may recommend holding the position in consultation with the Union to determine
- 1) Whether the unit, after considering all factors including the number of accommodated Employees in the unit, the operational needs of the unit, safety of Employees working in the unit, alternative resources, can reasonably accommodate an Employee.
  - 2) Whether the posting of the position under the collective agreement between the parties may be waived.
  - 3) Whether a position outside of the bargaining unit may be an appropriate position for accommodating an Employee.
- C) When the parties agree to a permanent accommodation whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.
- D) In the event the accommodation placement is unsuccessful, the parties will meet to determine the next step.
- E) The parties may agree to a written agreement for temporary accommodations of extended duration.
- F) The home position of an Employee requiring permanent accommodation may be posted under the following circumstances:
- 1) The Employee is permanently accommodated in another position or arrangement.
  - 2) The weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future.
  - 3) The Employer may elect to fill the disabled Employee's home position on a temporary basis. Filling of such a position would be as per

the Central Collective Agreement, Article 10.07 (d).

- G) Filling of a disabled Employee's home position does not remove the Employer's duty to accommodate that Employee.

P-3 Where an Employee, has provided to the Employer notification of the ability to Return to Work with accommodations/modifications, the Employee will be provided with a copy of the Employer Modified Work Policy.

P-4 The Hospital agrees to supply to the Association a copy of the WSIB (Form 7) (Employer's report of the Employee's Accident/Injury Report) within at least seventy-two (72) hours after it has been sent to WSIB. If the Association is of the opinion that the Form 7 contains errors or omissions it may request a meeting with the Hospital as soon as possible. If as a result of such a meeting the Hospital and the Association agree that the Form 7 contains errors and/or omissions the Hospital will inform the Board of such errors and/or omission.

P-5 Needlestick and Sharps Injuries

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

P-6 Musculoskeletal Injury Prevention and Control

- (a) The Hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.
- (b) At least once a year the musculoskeletal prevention and control measures, procedures, practices, and training shall be reviewed and revised in the light of current knowledge and practice.
- (c) The review and revision shall be done more frequently than annually if,
- (i) The Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or

- (ii) There is a change in circumstances that may affect the health and safety of an employee.
- (d) The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and thereafter as required.

P-7

Violence in the Workplace

- (a) The definition of Violence in the workplace shall be in accordance with the Article 6 of the Collective Agreement.

The Hospital agrees that any such incidents will not be condoned. Any Employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.

- (b) The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situation and support to Nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses in accordance with the Occupational Health & Safety Act (OHSA) and any applicable health care regulations.
- (c) The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
- (d) The Hospital agrees to provide training and information on the prevention of violence to all employees. This training will be done during a new employee's orientation and updated as required.
- (e) The Hospital, with the Employee's consent, will inform the Union within three (3) days of any Employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as possible.
- (f) The Hospital will consider requests for reimbursement for damages incurred to the Employee's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.

**ARTICLE Q – JOB SHARING**

- Q-1 The following conditions shall apply to Job Sharing arrangements in existence at the date of ratification and to those arrangements entered into

after that date, pursuant to Article 20.01 of the Central Agreement 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) Posted schedules for the job sharers shall be based on a schedule that would apply to a full-time Employee holding that position. Such schedule shall conform with the full-time scheduling provisions.
- (c) Total hours worked by the job shares shall equal one (1) full-time position and all scheduled tours must be covered. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) Employees and the Program Director/Manager of the unit.
- (d) The above schedules shall conform with the scheduling provisions for one full-time position as per the Collective Agreement. The job-sharers shall be considered regular part time for all other purposes.
- (e) Each job-sharer may exchange shifts with her partner, as well as with other Employees as provided by the Collective Agreement.
- (f) The job-sharers involved will have the right to determine which partner works on scheduled paid holidays and job-sharers shall only be required to work the number of paid holidays that a full-time Employee would be required to work.

Q-2 Coverage

- (a) The job-sharing partner shall cover her partner's vacation and they shall not form part of any vacation quotas.
- (b) 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 Program Director/Manager/Designate must be notified to book coverage.

Q-3 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 tours will be offered to the remaining partner. Where the remaining partner is not willing to cover the entire leave of absence, the position will be filled as a temporary vacancy as per article 10.07 (d).

Q-4 Implementation

- (a) Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreements.
- (b) An incumbent full-time Employee wishing to share her position may do so without having her half of the position posted. The other half of the job-shared position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (c) If one of the job-sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the remaining Employee will revert to her former status. If the remaining Employee was previously full-time, the shared position will become her position. If the remaining Employee was previously part-time and there is no part-time position available on the same Unit, she shall exercise her layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement in accordance with Articles 10.07 (a), 10.07 b), 10.07 (c), and 10.07 (e) of the Central Collective Agreement.

Q-5 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.

When discontinuation occurs, the position will revert to a full-time position and one of the two job sharers shall assume the full-time position. In the event that both partners apply for the full-time position, seniority will decide. The unsuccessful applicant will revert to regular part-time. In the event that neither of the job sharers applies for the full-time position, the full-time vacancy will be posted and the job sharers will revert to regular part-time status

**ARTICLE R – MENTORSHIP**

- R-1 (a) Any Registered Nurse (“R.N.”) interested in becoming a Mentor shall evidence said interest in writing to the Hospital by no later than January 1 of any given year to be effective for the current year. This writing shall include an up to date resume of the R.N.
- (b) The Hospital is accountable to select and assign the mentor for any given mentoring relationship. The Hospital will discuss with any

applicant, if requested by the Employee, ways in which she or he may be successful for future opportunities.

### **ARTICLE S – TRAVEL**

- S-1 All travel authorized by the Program Director or Manager will be paid at current Hospital rate and not less than thirty cents (30c) per kilometre.
- S-2 Where, by the nature of her job, if an Employee is required by the Hospital to conduct home visits and/or transporting patients, the Hospital will pay the difference between the personal insurance premium and the business insurance premium each year to a maximum of \$150 upon presentation of evidence of the cost difference that the Employee is covered.

### **ARTICLE T– CERTIFIED WORKER**

- T-1 The Employer shall recognize one (1) ONA members as a certified worker.

### **ARTICLE U – PAY CHEQUE ERRORS**

- U-1 Any regular earnings omitted on a pay cheque of at least 7.5 hours which is not caused by the Employee's error, shall be paid to the Employee if requested within three (3) calendar days (excluding Saturday, Sunday and paid holidays) from the time of notification.

Dated at Sarnia, Ontario, this 11th day of February, 2022.

FOR THE EMPLOYER

David Shepherd

Carrie Gavigan

Lindsay McLean

Dan Maure

Lisa O'Connor

Kelly Edwards

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FOR THE UNION

Shelley Spencer  
Labour Relations Officer

Caitlyn Rocca

Luke Milley

Elizabeth Hart

Corey Williamson

Jon Bilagot

Tracy Moran, BUP







**LETTER OF UNDERSTANDING**

Between:

**BLUEWATER HEALTH**  
(Hereinafter referred to as the "Hospital")

And:

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

Re: Vacation for Part Time Employees

Vacation for part time employees will continue to be administered as per the Hospital's administrative plan and process in effect as at March 31, 2016, unless otherwise mutually agreed. This process includes a deposit once annually of anticipated vacation time that is available for use in the current year. Vacation time does not accumulate from one vacation year to the next vacation year.

Dated at Sarnia, Ontario, this 11th day of February, 2022.

FOR THE EMPLOYER

FOR THE UNION

David Shepherd

Shelley Spencer  
Labour Relations Officer

Carrie Gavigan

Caitlyn Rocca

Lindsay McLean

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