

**LOCAL APPENDICES TO THE
COLLECTIVE AGREEMENT**

Between:

BRIGHTSHORES HEALTH SYSTEM
[hereinafter referred to as "the Hospital"]

And:

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

Expiry Date: **March 31 2025**

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APPENDIX 3 - SALARY SCHEDULES

Articles 19.01(a) and (d) apply to nurses only

- 19.01 (a) The salary rates in effect during the term of the Agreement shall be those set forth in Appendix 3 attached to and forming part of this Agreement. The regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Nurses at hospitals shall be as follows:

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

(Articles 19.01 (b) and 19.01 (c) apply to part-time nurses only)

- (b) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

- (c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 13%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

- (d) The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and the other classifications which are covered by the Collective Agreement.

APPENDIX 3 - SALARY SCHEDULES

Classification – Advanced Practice Nurse		
Step	April 1, 2023	April 1, 2024
Start	\$52.44	\$54.02
1 Year	\$55.06	\$56.72
2 Years	\$57.78	\$59.52
3 Years	\$59.82	\$61.62
4 Years	\$62.09	\$63.96
5 Years	\$64.22	\$66.15
6 Years	\$67.52	\$69.54

Classification – Nurse Practitioner		
Step	April 1, 2023	April 1, 2024
Start	\$58.03	\$59.77
1 Year	\$61.47	\$63.32
2 Years	\$64.49	\$66.43
3 Years	\$66.78	\$68.78
4 Years	\$69.31	\$71.40
5 Years	\$71.52	\$73.66
6 Years	\$75.60	\$77.87

APPENDIX 3 - SALARY SCHEDULES

Classification – Nurse Clinician		
Step	April 1, 2023	April 1, 2024
Start	\$41.78	\$43.04
1 Year	\$42.75	\$44.04
2 Years	\$43.83	\$45.15
3 Years	\$45.84	\$47.22
4 Years	\$47.89	\$49.33
5 Years	\$50.28	\$51.79
6 Years	\$52.80	\$54.38
7 Years	\$55.38	\$57.04
8 Years	\$59.80	\$61.59

APPENDIX 3 - SALARY SCHEDULES

Classification – Nurse Co-ordinator		
Step	April 1, 2023	April 1, 2024
Start	\$41.93	\$43.19
1 Year	\$42.88	\$44.17
2 Years	\$43.86	\$45.18
3 Years	\$45.65	\$47.02
4 Years	\$47.52	\$48.95
5 Years	\$49.70	\$51.19
6 Years	\$52.08	\$53.64
7 Years	\$54.67	\$56.31
8 Years	\$59.06	\$60.83

APPENDIX 3 - SALARY SCHEDULES

Classification – Clinical Nurse Specialist		
Step	April 1, 2023	April 1, 2024
Start	\$43.46	\$44.77
1 Year	\$44.49	\$45.83
2 Years	\$45.60	\$46.97
3 Years	\$47.67	\$49.10
4 Years	\$49.81	\$51.31
5 Years	\$52.30	\$53.87
6 Years	\$54.93	\$56.58
7 Years	\$57.59	\$59.32
8 Years	\$62.20	\$64.06

APPENDIX 4 – SUPERIOR CONDITIONS

SUPERIOR CONDITIONS FROM GREY BRUCE REGIONAL HEALTH CENTRE

Previously existing conditions retained as provided for in the O'Shea interest arbitration award dated October 23, 1981 include the following:

(Previous) ARTICLE 18 - SICK LEAVE

Clause 18.03 and 18.09 as they apply to -

(Current) ARTICLE 12 - SICK LEAVE AND LONG-TERM DISABILITY

- 12.03 1) Maximum accumulation 130 days at date of transfer to HOODIP.
- 2) The Employer will pay to the employee or their personal representatives fifty percent (50%) of their accumulated sick leave, which fifty percent (50%) shall not exceed sixty-five (65) days on normal retirement or death, or after five (5) years' consecutive service if their employment is terminated for any other reason.

19.09

9.07 Educational Allowance (Full-Time Only)

In addition to the salaries indicated in this Agreement, the Employer will pay the monthly Educational Allowances as set forth hereunder to all employees who are covered by this Agreement, subject to the following conditions:

- (a) The degree or certificate held must be a requirement of the job currently being performed.
- (b) Proof of the degree or certificate from a School of recognized standing must be submitted by the employee to the Employer.
- (c) Payment of the allowance shall commence at the start of the first full pay period following proof of the standing.

Monthly Educational Allowance:

C.H.A. Nursing Unit Administration Course or recognized post graduate course in nursing specialties \$15.00 per month

One year University diploma in nursing specialties \$40.00 per month

Bachelor's Degree in Nursing \$80.00 per month

Master's Degree in Nursing \$120.00 per month.

APPENDIX 5

LOCAL ISSUES

Between:

BRIGHTSHORES HEALTH SYSTEM
[hereinafter referred to as the "Hospital"]

And:

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

FULL-TIME & PART-TIME

APPENDIX 5 - APPENDIX ON LOCAL ISSUES

ARTICLE A - RECOGNITION AND DEFINITIONS

- A - 1 The Employer recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by Brightshores Health System, save and except head nurses and persons above the rank of head nurse.
- A - 2 The word "nurses", when used throughout this Agreement, shall mean persons included in the above-described bargaining unit.
- A - 3 "Supervisor" or "Immediate Supervisor", when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

- B - 1 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer, except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline 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 interest of efficient operation and highest standard of 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 Employer is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, 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. The Employer will advise the Union of any change of rules and regulations.

B - 2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C – 1 Union Representatives

There shall be up to one (1) Union representative from each Nursing Unit at each site. The Union will provide the Hospital with a current list of names of representatives and the area that they represent.

C - 2 Negotiating Committee

There shall be a Negotiating Committee composed of one (1) representative from each site, except Owen Sound where there will be two (2).

C - 3 Grievance Committee

There shall be a Grievance Committee composed of three (3) representatives; one (1) of whom will be a representative from the site where the grievance originates.

C - 4 Hospital-Association Committee

This Committee shall be composed of up to seven (7) representatives of the Union, including one from each site, up to six (6) Nursing Management representatives, and one Human Resources representative.

C - 5 Subject to 6.04 (k), the Employer shall recognize one (1) O.N.A. member as a certified worker pursuant to the *Occupational Health and Safety Act* from all of the sites combined.

C – 6 Professional Development Committee

The composition of said committee shall include up to six (6) representatives of the Hospital including the Chief Nursing Officer or designate and a Human Resources representative. There shall be up to seven (7) representatives from the Union including the Bargaining Unit President.

The terms of reference shall be determined by the representatives. The parties agree that the Hospital-Association Committee will continue to discuss issues that will eventually transfer to this committee in the interim.

C – 7 The Employer will pay the Bargaining Unit President/Local Co-ordinator or designates at their regular straight time hourly rate for all time spent attending meetings with the Employer outside their regularly scheduled hours.

The Hospital will provide the Bargaining Unit President with a paid leave of absence of two (2) days per month at the standard hours per shift on the unit where they work (i.e. ICU standard shift is currently twelve (12) hours per shift) for the purpose of conducting Union business. The Bargaining Unit President will notify their manager two (2) weeks in advance of which days will be taken for Union leave.

The Hospital will provide six (6) paid days per year for site representatives to attend meetings with the employer outside the regular scheduled hours. It is understood that it is NOT six (6) days per site. Time paid in addition to this will be the responsibility of the bargaining unit.

ARTICLE D - UNION INTERVIEW

D - 1 The Union interview as provided for in Article 5.06 will be scheduled by the Hospital during an employee's general Hospital orientation period.

ARTICLE E – SENIORITY

E - 1 Seniority lists as provided for in Article 10.02 will be filed with the Union on March 15th and September 15th of each year. They will reflect the hours of the last pay period in February and the last pay period in August.

ARTICLE F - UNION LEAVE FOR UNION BUSINESS

F - 1 Leave of absence for Union business shall be given up to an aggregate total of sixty (60) days provided a minimum of two (2) weeks' notice is given to the Hospital where possible. It is agreed that not more than two (2) nurses shall be absent on such leave at one time from any one site and no more than one (1) from each work area.

ARTICLE G - SCHEDULING - HOURS OF WORK

G - 1 The rest periods as provided for in Article 13.01 (a) & 13.02 shall be scheduled by the Hospital in each half of their scheduled tour. The Hospital shall ensure that designated locations away from the nursing unit will be

provided for nurses on all shifts for use during relief periods and meal periods.

G - 2 A full time or regular part time nurse will receive premium pay as provided for in Article 14.03 for all hours worked on the third (3rd) and subsequent consecutive weekend. It is agreed that an employee's availability for additional tours and/or overtime does not waive the employee's right to premium payment provided for in the Article save and except for:

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

G - 3 Full-Time Only

A nurse who elects to take time off in lieu of payment for overtime as provided for in Article 14.09 will have the overtime lieu bank capped at one hundred and twelve point five (112.5) hours. Such accumulated excess overtime hours will be paid out. Lieu banks will be paid out in their entirety by the last pay in March. The scheduling of the time off will be by mutual agreement between the nurse and their Manager. The nurse may request that lieu time be used instead of scheduled vacation within the time period. Such request shall not unreasonably be denied. If the time off cannot be scheduled within the said time period, the nurse will be paid for the time.

G - 4 The following language – Articles (a) to (c) applies to pre-scheduled shifts only. Where additional shifts are worked the following language – Articles (a) to (c) will not apply and will not trigger premium pay requirements on prescheduled shifts.

Scheduling

- (a) Nurses will not be required to work more than seven (7) consecutive days. A nurse will be paid in accordance with Article 14.03 for their eighth [8th] subsequent and consecutive day until a day is scheduled off.
- (b) The regular schedule shall provide for a minimum of twenty-four (24) hours between the starting time of one (1) scheduled shift and the starting time of the next scheduled shift when changing shifts.

(c) Full-Time:

The regular schedule shall provide for a minimum of forty-seven (47) hours' time off when the tour of duty is changed following night duty.

Part-Time:

The regular schedule shall provide for a minimum of forty-seven (47) hours' time off when the tour of duty is changed following night duty. A shorter period of time may be agreed upon by mutual consent.

- (d) A nurse will be scheduled off work for five (5) consecutive days at either Christmas or New Year's season on an alternating basis.

The Christmas holiday will include December 24th, Christmas Day and Boxing Day. The New Year's holiday will include December 31st and New Year's Day.

The Master rotations and weekend premiums shall be waived to accommodate this special arrangement during the pay period(s) encompassing Christmas and New Years. Requests for time off must be submitted in accordance with Article H-2 (c).

This waiver of weekend premium shall not result in employees working more than a third (3rd) consecutive weekend without a weekend off. Where a nurse is requested to work a fourth (4th) or subsequent weekend, weekend premium will apply.

- (e) Scheduling arrangements in lieu of the above may be made upon agreement of an employee(s), the Union and the Employer.
- (f) Requests for changes in posted time schedules must be submitted in writing in advance unless agreed otherwise and be co-signed by the nurses willing to exchange days or tour of duty and must be approved by the Nursing Manager or their designate.

It is agreed that changes in posted schedules initiated by the nurse and approved by the Hospital shall not result in the payment of any overtime or premium payment to either the nurse requesting the change or the nurse willing to exchange shifts or tours of duty. Such requests shall not be unreasonably denied. The manager will endeavour to respond in writing to requests for changes under this article within five (5) business days.

- (g) There shall be no split shifts.

- (h) Time schedules shall be posted on the first of every month for the following month such that a minimum of four (4) weeks are posted at any one time in advance of being worked. Requests for specific days off shall be submitted to the Manager two (2) weeks in advance of the posting of the time schedule. The Employer will endeavour to have all shifts covered at the time of posting.

The schedule for July 1st to September 15th will be posted by May 15th of each year.

If a delay in posting the schedule is anticipated, the manager will advise staff and the Union in advance.

- (i) It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the last shift Friday until the commencement of the first shift Monday unless otherwise mutually agreed. The Hospital will endeavour to schedule full-time and regular part-time nurses to be off the Friday evening before their weekend off and not to return to work on Sunday night of their weekend off.
- (j) When the Hospital plans major alterations to existing master schedules or develops new ones, then such alterations or new rotations shall be brought to the attention of the staff on the unit involved before implementation so that they can review, discuss and where mutually agreed make modifications. For clarity, alterations include changes to the start and stop times of shifts on the existing schedule. Where there is no mutual agreement, the Hospital reserves the right to make a final decision. The Hospital's decision shall be neither unreasonable nor arbitrary.
- (k) No employee shall be required to be on-call/standby on a normally scheduled day off or weekend off.

- (l) Full-Time Only

The employer shall ensure each nurse every third (3rd) weekend off. The Employer, where possible, will schedule two (2) weekends off in four (4).

- (m) Nurses may request permanent evening or night shift.

The Hospital will endeavour to schedule fifty percent (50%) of nurses time on the day shift.

- (n) A nurse working a four (4) hour tour shall receive a paid rest period. If the tour extends above five (5) hours, the nurse shall receive a meal period.

G - 5

- (a) Extended tours shall be introduced into any unit when:
 - (i) eighty percent (80%) of the nurses in the unit so indicate by secret ballot, and
 - (ii) the Hospital agrees to implement extended tours, such agreement shall not be withheld in an unreasonably arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
 - (i) fifty percent (50%) of the nurses in the unit so indicate by secret ballot; or
 - (ii) the Hospital, because of
 - (A) adverse effects on patient care;
 - (B) inability to provide a workable staffing schedule; or
 - (C) the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue extended tours in the schedule.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
 - (i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - (ii) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.
- (d) The following regulations shall govern the scheduling of work for nurses working extended tours:
 - (i) The Employer shall ensure each nurse every second [2nd] weekend off.
 - (ii) Nurses shall not be required to work more than four (4) consecutive tours.

- iii) All other scheduling regulations which apply except where amended in this provision.

G - 6

(a) Standby

The Hospital will notify the Local President or designate prior to initiating standby assignments on any unit.

(b) Short-shifts

Where a nurse is scheduled to work less than a normal tour (seven and one-half [7.5] hours), Article G shall apply in its entirety except as amended by the following:

- (i) No regular part-time nurse will be scheduled to work solely on tours which are comprised of less than seven and one-half (7.5) hours in any pay period, except where such arrangements are agreed to by the nurse.
- (ii) The Hospital will endeavour to keep the number of tours comprised of less than seven and one-half (7.5) hours to a reasonable level.
- (iii) Nurses working short shifts comprised of less than seven and one-half (7.5) hours shall be granted a rest period.

G – 7

Shifts will be offered under this provision on the basis of seniority; in the following order:

- (a)
 - i) All regular part-time nurses on the unit are to be scheduled up to their committed hours by seniority before any casual nurses are utilized.
 - ii) Regular Part-Time nurses will be offered additional tours, up to seventy-five (75) hours biweekly.
 - iii) Casual Nurses will be offered shifts up to seventy- five (75) hours biweekly on their home unit.
 - iv) Alternate Unit Casual Nurses will be offered shifts up to seventy- five (75) hours biweekly. For clarity, Alternate Unit Casual Nurses are those who have made themselves available to work additional tours on units other than their home unit for the purposes of this article.
- (b) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will

endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses on the unit subject to the following:

- i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital.
- ii) A tour will be deemed to be offered whenever a call/text is placed or message left.
- iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay. The employee will endeavour to disclose when an offered shift will put them in an overtime position.
- iv) When a nurse accepts an additional tour, they must report for that tour unless arrangements, satisfactory to the Hospital, are made.
- v) Provided they are qualified, nurses may submit their availability to work additional tours to more than one (1) unit.
- vi) Shifts will be offered to casual nurses on the basis of seniority.

(c) Part-Time Only

A regular part-time nurse's commitment to be available for work, on a predetermined basis, will include the following conditions:

- (a) A commitment of thirty (30), thirty-seven and one-half (37.5), or forty-five (45) hours per pay averaged over up to eight (8) weeks. This shall be mutually agreed between the employee and the current manager and documented on the employee's file. A copy of the signed commitment form will be provided to the union. Employees will be given the opportunity to make an individual election on their commitment following ratification of the agreement.

Those nurses identified as enjoying a greater commitment prior to September 15, 2000 at the Owen Sound site will be committed to forty-five (45) hours per pay averaged over a six (6) or eight (8) week schedule.

Note: Those nurses identified will be appended to the agreement.

- (b) available to work two (2) weekends out of three (3);
- (c) available to work all three (3) shifts;
- (d) available to work as scheduled over either the Christmas or New Year's period subject to Article G- 4.
- (e) It is understood that regular part-time employees will be able to work fifty percent (50%) of the paid Holidays inclusive of (d).
- (f) This provision shall not be construed as a guarantee of work.

ARTICLE H – VACATIONS

H – 1 Vacation year of January 1st to December 31st. When a nurse will reach an anniversary date that will result in increased vacation entitlement, they will begin accruing the additional entitlement on their anniversary date.

H - 2 (a) Subject to *Employment Standards Act*, vacation tours may be taken as one (1) tour or any multiple thereof up to the maximum vacation entitlement.

Notwithstanding this each nurse may schedule up to two (2) weeks' vacation between the periods of July 1st and September 15th. In the event that all employees have been granted or been given the opportunity for vacation, the Employer will grant additional time requested based on seniority and operation requirements.

Prior to the last quarter a notice will be sent to nurses with outstanding vacation entitlements. Such nurses will inform the employer of intended vacation dates and planned carry over to the end of the fiscal year of one (1) week. In the event of unprecedented and exceptional global circumstances (i.e pandemic) nurses can request to carry over one (1) additional week of vacation and will not be arbitrarily denied.

- (b) Vacation preferences will be submitted by the nurse to their manager in writing and approved vacations posted as follows:
 - (i) For the months of January, February and March, preferences to be submitted by October 1st and approved requests to be posted by November 1st;

- (ii) For the months of April, May and June, preferences to be submitted by February 1st and approved requests to be posted by March 1st;
 - (iii) For the months of July, August and September, preferences to be submitted by April 1st and approved requests to be posted by May 1st.
 - (iv) For the months of October, November and December, preferences to be submitted by August 1st and approved requests to be posted by September 1st.
- (c) Nurses shall be given preference with respect to their vacation periods in accordance with seniority. Vacation requests submitted after the time as set out in H - 2 (b) will be given preference in order received.
- (d) Full-time nurses from all sites will be allowed to use vacation on an “earned to date” basis rather than being restricted to using only vacation earned up to December 31st of the previous year.

Part-time nurses will receive vacation pay bi-weekly with their regular pay cheque.

Those nurses who wish to maintain the current vacation payout at the Owen Sound site may do so as of January 15, 2002.

- (e) Prior to a nurse leaving on vacation, the Employer shall notify such nurse of the date and time on which to report for work following vacation.
- (f) Vacations may be taken any time of the year, except between December 21st and January 5th, and such requests will not be unreasonably denied. Special circumstances will be considered.
- (g) Vacation may commence on any day of the week.

H – 3

- (a) Corporate standardized forms are required for all vacation requests.
- (b) Employees shall have the right to take vacation leave in single day entitlements where such requests do not impact the ability to schedule full weeks of vacation.

ARTICLE I - PAID HOLIDAYS

I - 1

For purposes of Article 15.01 the following shall be the designated days:

New Year's Day	Civic Holiday
Family Day (3 rd Monday in Feb)	Labour Day
Good Friday	Thanksgiving Day
2 nd Monday in June	Remembrance Day
Victoria Day	Christmas Day
July 1 st	Boxing Day

I - 2 Where a regular shift commences the night prior to a designated holiday and continues into the holiday or where a regular shift commences on a designated holiday and continues into the next day, the nurse shall be paid for work performed as follows:

- (a) Where the majority of hours worked falls within the holiday, all hours worked in the shift shall be, for payment purposes, considered to be the holiday;
- (b) where the majority of hours worked falls outside the holiday, all hours worked in the shift shall be paid for at straight time rates.

I - 3 (a) Full-Time Only:

A nurse who is entitled to a lieu day as provided for in Article 15.05, the lieu day will be taken on a day to be arranged between the nurse and the Employer. A nurse may accumulate to a maximum of five (5) lieu days. Lieu days earned in addition to the maximum accumulation shall be paid out.

(b) Weekend Worker

Any weekend schedule nurse as per Article 13.04 may accumulate to a maximum of twelve (12) paid holidays. Paid holiday time bank days earned in addition to the maximum accumulation shall be paid out.

I - 4 Full-Time Only:

A nurse who is entitled to a day as provided for in Articles 15.04 (a) and (b), the day will be taken on a day to be arranged between the nurse and the Employer.

I - 5 When a nurse is scheduled to work the weekend in conjunction with a paid holiday, the hospital shall endeavour where possible to schedule the nurse to work the paid holiday if work for the nurse is available.

When a nurse is scheduled off on the weekend in conjunction with a paid holiday, the hospital shall endeavour where possible to schedule the nurse off the paid holiday.

ARTICLE J - BULLETIN BOARDS

J - 1 The Hospital will provide bulletin board space at each site for the use of the Union.

ARTICLE K - REPORTING – ILLNESS OR INJURY

K – 1 When a nurse is unable to report for work due to illness or injury, the nurse must notify the Manager or in their absence the designated charge person. The notification must be given as far in advance as possible specifying that the absence is due to illness or a work-related injury and giving the expected duration.

The nurse must notify the Manager as far in advance as possible if expected duration must be extended. A Doctor’s certificate may be required at the discretion of Manager.

ARTICLE L - PRE-PAID LEAVE

L - 1 The number of nurses eligible will be determined based on the number of applications received.

ARTICLE M – MISCELLANEOUS

M - 1 The Hospital will notify the Site Representative or designate of the names of all nurses who go off work due to a work-related injury or when a nurse on Long Term Disability, or modified work.

M - 2 The Hospital agrees to provide the nurse with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

M - 3 When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Hospital will notify and meet with the Local representative to discuss the circumstances surrounding the employee’s return to suitable work.

M - 4 The Hospital will provide scrub gowns/clothing at no cost to the employees, in the areas of the Operating Room and Labour and Delivery.

M - 5 The Hospital will notify the Union of any changes to the existing parking rates with as much advance notice as possible.

M - 6 Where possible, the employer will provide the Local President with notification of a temporary position, the length of the temporary position, the reason for the temporary position and the nurse in the temporary position.

M - 7 Where it is required as determined by the employer that a nurse attend mandatory training/education/certification not taking place at their site of employment that the nurse shall be paid mileage for the lesser distance of the employee's residence or home site of employment to the site of training/education/certification. Mileage will be paid at the corporate rate.

M - 8 Travel

The Hospital may assign an employee who does not regularly work in more than one site to perform the duties of their classification at another site where such assignment is necessary due to educational needs orientation or an emergency situation. The Hospital will not be arbitrary in assigning such employee to a site other than their home site. The Employer agrees to pay the corporate rate for all work-related driving.

- (a) After commencing his shift where the employee is requested by the Hospital to go to another site to perform the duties of his classification:
 - i) the Hospital will provide the means of transportation and travel time between the sites; or
 - ii) the employee who uses his own vehicle will receive travel time and mileage between the sites from the Hospital at the corporate rate.

- (b) Where during his previous shift the employee is requested by the Hospital to go to another site to perform the duties of his classification on his next scheduled shift:
 - i) the Hospital will provide the means of transportation between the sites; or
 - ii) the employee who uses his own vehicle will receive mileage between the sites from the Hospital at the corporate rate.
 - iii) Where an employee is travelling to a site other than his home site under this sub-clause and that employee's place of residence is closer to the alternate site than his home site, it is agreed that instead of applying the travel allowance to all kilometres between the home and the alternate site, the travel

allowance shall be applied to all kilometres travelled from the employee's place of residence to the alternate site and return.

- (c) For employees in classifications who regularly work in more than one site, and where such employee is assigned by the Employer to work at a site other than their home site to perform the duties of their classification, the following shall apply:
 - i) except as provided in ii), employees are required to use their own vehicle and will receive mileage between the sites from the Hospital at the corporate rate.
 - ii) where the employee is to transport large equipment or other items that cannot easily be accommodated in the employee's own vehicle the Hospital will provide the means of transportation.
 - iii) where such assignment occurs after commencing his shift the employee will receive travel time between sites.
- (d) The distance between sites, which may include the Hospital's locations and/or other locations (ie. patients homes, fire stations, etc.) shall be based on the established practice of the Hospital.
- (e) When an employee under (a) or (b) or (c) above is assigned by the Hospital to go to another site prior to the start of his shift, and/or leaves a site other than his home site at the end of the shift with the effect of kilometre outside his assigned shift time, mileage will be paid at and, when cumulative kilometres travelled before and/or after such a shift is 80 kilometres or more, the employee will be paid one half (1/2) hour at his straight time hourly rate.
- (f) Employees who use their own vehicle for travel on Hospital business under (a) or (b) or (c) above will not be required to increase their automobile insurance for such travel and the Hospital will be responsible for any additional automobile insurance during such periods. The Hospital will provide employees with the documentation of such additional insurance that the employee may need during his dealings with his automobile insurance provider.
- (g) The Employer will notify the Local Union President of any changes to the corporate rate.

M - 9

Managers will provide an explanation to nurses who have been denied overtime within a reasonable timeframe of said overtime being denied.

ARTICLE N - JOB SHARING

N - 1 If the Hospital agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply:

- (a) Job Sharing requests with regard to full time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Manager of the Unit.
- (c) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- (d) Each job sharer may exchange shifts with their partner, as well as with other nurses as provided by the Collective Agreement.
- (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- (f) Coverage
 - i) It is expected that the job sharers will cover each other's incidental illness, vacations and Leave of Absence of up to three (3) weeks. It is understood that the job sharers will communicate coverage of these shifts with each other, prior to calling the unit manager/or designate. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
 - ii) Maternity Leave, and other Leaves pursuant to Article 11 of the Central Full-time and Part-time Agreements:

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

(g) Implementation

Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreements.

(h) Any incumbent full-time nurse wishing to share their position, may do so without having their half (½) of the position posted. The other half (½) of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

(i) If one (1) of the job sharers leaves the arrangement, their position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. If they do not continue full-time, the position must be posted in accordance with the Collective Agreement.

(j) Discontinuation

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

ARTICLE O – INNOVATIVE SCHEDULING

O – 1 The parties will discuss innovative scheduling before it is implemented. Discussions will include the length of a trial period.

Once the trial period is finished a vote by secret ballot will take place to determine if the innovative schedule will continue on that work unit.

An innovative schedule shall be introduced into any unit when:

- (a) Sixty six percent (66%) of the affected nurses in the unit so indicate by secret ballot and:
- (b) The Hospital agrees to implement extended tours such agreement shall not be withheld in an unreasonably arbitrary manner.

Innovative Scheduling may be discontinued in any unit when:

- (a) Fifty one percent (51%) of the nurses in the unit so indicate by secret ballot; or
- (b) The Hospital because of

- i) Adverse effects on patient care;
- ii) Inability to provide a workable staffing schedule; or
- iii) The Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary states its intention to discontinue extended tours in the schedule.

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

- (a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- (b) Where it is determined that the extended tours will be discontinued, affected nurses shall be given ninety (90) days' notice before the schedules are so amended.

LETTERS OF UNDERSTANDING

**LETTER OF AGREEMENT
RE: GRANDFATHERED RPTS**

The following list of Regular Part time Registered Nurses constitutes the complete list of part-time staff to be “grandfathered” for commitments of forty-five (45) hours per pay. It is further agreed the “grandfathering” will be eliminated through attrition.

Lori Thomson

**LETTER OF UNDERSTANDING
RE: SPLITTING OF EXTENDED TOURS**

The parties agree that when two (2) employees request to split an extended tour of eleven and one-quarter (11.25) hours, one (1) employee will work seven and one-half (7.5) hours and one (1) employee will work three and three-quarter (3.75) hours.

The employee scheduled for seven and one-half (7.5) hours is entitled to a thirty (30) minute unpaid rest break and two (2) fifteen (15) minute paid rest breaks.

The employee scheduled for three and three-quarter (3.75) hours is entitled to a fifteen (15) minute paid rest break and a fifteen (15) minute unpaid rest break.

This Agreement is without prejudice or precedent to either party's position for future scheduling arrangements and will not be used by either party in any other situations.

**LETTER OF AGREEMENT
RE: SELF SCHEDULING**

Where there is self-scheduling on a unit, the scheduling provisions of the Collective Agreement apply.

All current self-scheduling arrangements will continue.

**LETTER OF UNDERSTANDING
RE: SPECIAL CIRCUMSTANCE SCHEDULING**

The parties agree to implement special scheduling arrangements subject to the following terms and conditions:

- (a) All Special Circumstance Arrangements are subject to the approval of the Hospital, the Union and the individual requesting such arrangement.
- (b) A request for Special Circumstance Scheduling will be submitted in writing to the Hospital and the Union including the individual's reasons for such request and an estimation of the time such arrangement would cover.
- (c) The parties agree that the arrangement applies to an individual and not to a position.
- (d) The nurse will retain full-time status including service and seniority and no reduction in the Hospital's or the nurse's pension deduction below the required amount for a usual thirty-seven and one-half (37.5) hour work week.
- (e) The arrangement will not require the nurse to work more than thirty-seven and one-half (37.5) hours per week nor less than thirty (30) hours per week.
- (f) For clarification, overtime hours will not apply unless the nurse has worked in excess of the regular full-time hours for the unit.
- (g) The nurse will maintain full benefit coverage for Extended Health Coverage, Semi-Private and Dental benefits.
- (h) Weekly allotment of vacation entitlement and HOODIP benefits will be pro-rated based on a four (4) day (30 hour) work week.
- (i) The employer retains the right to limit the number of staff per unit/corporation.
- (j) Any party may request that the arrangement be discontinued with ninety (90) days written notice to the remaining parties.
- (k) The individual nurse's agreement requires renewal after twelve (12) months from the start date of the special circumstance scheduling, at which point either party may end the Special Circumstance Agreement.
- (l) It is understood that in the event the employee resigns, transfers, is laid off or terminated, the arrangement will be deemed discontinued immediately, unless the parties mutually agree otherwise.

Employee Name: _____

Employee Department and Site: _____

Reason for Request: _____

**Start Date of Special Circumstance
Schedule:** _____

LETTER OF UNDERSTANDING
RE: NURSE PRACTITIONERS AND ADVANCED PRACTICE NURSES

The following represents resolution to grievance 01-08 dealing with Nurse Practitioners.

- 1) The parties agree the Nurse Practitioners are appropriately included in the bargaining unit.
- 2) The employer will commence deduction of dues on the first pay period following the signing of this agreement.
- 3) The employer agrees to include the Classification of Advanced Practice Nurse in the bargaining unit as well.
- 4) The salary scale shall be as per Appendix 3.
- 5) The nurses will be given full service and seniority in the Bargaining Unit from date of hire.
- 6) The nurses will continue to receive the following superior conditions: six (6) weeks' vacation after twelve (12) years of continuous service; Out of Province Emergency and Travel Assistance benefit equivalent to the current non-union policy.
- 7) Flexible scheduling conditions will remain in place provided based on Hospital policy.
- 8) Conferences and educational opportunities will be provided based on Hospital policy.
- 9) The nurses will be provided with the salary increases negotiated in the last round of central bargaining. All increases will be retroactive to April 1, 2008.

- 10) This letter applies to the following employees in their current position: Susan Kelly
If the employee changes position this letter does not apply. This letter does not apply to future hires.
 - 11) The Union will withdraw the grievance.
-

LETTER OF UNDERSTANDING
RE: INNOVATIVE SCHEDUING 2D2N CONCEPT ROTATIONS

The parties agree that in order to support a variety of scheduling needs based on differing unit and staffing models that the units may develop a rotation based on the concept of the Two (2) Day, Two (2) Night model (hereinafter referred to as 2D2N).

The parties agree that all Units that are currently working 2D2N will adhere to the provisions set out forthwith or will be amended within thirty (30) days of signing of this agreement to ensure all 2D2N schedules comply. The parties agree that all units that are currently working 2D2N will not be required to have a vote for implementation. The parties agree that current 2D2N rotations and parameters will continue as the employer and union work towards developing and signing appropriate LOUs to reflect current practice. (save and except for discontinuation language below).

2D2N schedules will only be entered into where both the Union and the Hospital agree.

The 2D2N schedule will be offered to nurses in order of seniority, where disputes arise.

All full-time nurses will be scheduled nineteen hundred and fifty (1950) hours per calendar year to fulfil their obligation to the Hospital. Nurses must make themselves available to work their required additional shift(s) on both day and night shifts. The scheduling of required additional shifts will be scheduled to provide direct patient care prior to the scheduling of regular part time nurses. The process of scheduling additional shifts will be determined at the unit level. To reach the one thousand nine hundred and fifty (1,950) hours per calendar year, staff will be scheduled extra available shifts and can use stats, vacation or banked hours as mutually agreed upon.

There will be a trial period of at least six (6) months for all new 2D2N rotations on any unit. If mutually agreeable by management and the employees by vote sixty-six percent (66%) the 2D2N will become permanent.

A finalized Letter of Understanding (LOU) will be signed for each unit working a 2D2N rotation. All provisions of the Collective Agreement apply to employees working 2D2N rotations unless expressly amended in the Letter of Understanding.

Common provisions outlined in the LOU in order to support a 2D2N rotation may include, but are not limited to:

Nurses will not be required to work more than four (4) shifts in a row. If a nurse works a fifth (5th) shift, the nurse will receive premium pay. The nurse will not receive premium payment if the fifth (5th) shift is requested by the nurse as a required additional shift to maintain full time hours or where such shift is worked as the result of an exchange of shifts with another nurse.

A nurse shall receive premium pay for all hours worked on a fourth (4th) consecutive and subsequent weekend until a weekend off is scheduled, save and except where:

- i) The weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- ii) The weekend is worked as a result of an exchange of tours with another nurse; or
- iii) The nurse has requested weekend work; or
- iv) The weekend is worked as part of the nurse's 2D2N master rotation.

Vacation time will be requested as per the Collective Agreement.

All other provisions of the Collective Agreement apply.

Discontinuation

The 2D2N schedule may be discontinued in any unit when:

- (a) Fifty-one (51%) of the nurses in a unit so indicate by secret ballot; or
- (b) The Hospital decided to do so because of:
 - i) Adverse effects on patient care, or
 - ii) Inability to provide a workable staffing schedule, or
 - iii) Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the 2D2N rotation in the schedule;
- (c) When notice of discontinuance is given by either party in accordance with number (b) above, then :

- i) the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and
- ii) where it is determined that the 2D2N rotation will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

**LETTER OF UNDERSTANDING
RE: COMPOSITE POSITIONS**

The parties agree to the creation of full-time composite positions on the following basis:

- (a) The job posting will clearly indicate the Nursing Units in which the full-time hours will be worked.
- (b) The nurse in the composite position will be on a master rotation and scheduled in accordance with all Articles of this agreement.
- (c) All hours worked by a nurse in a composite position will be distributed and posted between two distinct nursing units.
- (d) All provisions, including scheduling regulations, in the Collective Agreement will apply to the composite position.
- (e) The Nurse in the composite position will be assigned to one unit as their home unit for purposes of vacation, layoff, recall or any other provision dealing with seniority rights.
- (f) Travel allowance will not be applicable when traveling to report to work at either of the homes sites for composite positions that are dual sites.
- (g) A "proposed" composite position not in accordance with the above will be discussed between the parties.

**LETTER OF UNDERSTANDING
RE: REASSIGNMENT**

The Parties acknowledge that in accordance with the Employer's right to manage and direct its operations, it may be necessary from time to time to reassign Nurses to other nursing units within the Hospital.

The Parties acknowledge that the need to ensure safe, quality care on both the sending and receiving unit will be the primary consideration in all reassignment decision making. Where it is determined that a nursing unit is in an overstaffed situation or where a

reassignment is necessary to meet operational requirements, the Hospital will reassign the affected Registered Nurse(s) to another suitable assignment. The selection of the nurse to be reassigned will be made in the following order:

- (a) ask scheduled nurses if they wish the opportunity to work on the unit to which assignment is required.
- (b) Casual Part Time nurses on a unit, starting with the most junior would be reassigned.
- (c) The most junior regular part time nurse including Job Sharers would be reassigned.
- (d) Then the most junior full time would be reassigned.

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

Requests for vacation or leave of absence on a unit requiring a nurse to be reassigned will be considered once it is determined assignment to another unit is not necessary.

Registered Nurses not required to be reassigned would include those nurses who are in their orientation.

In all cases of reassignment the nurse must be qualified for the type of work for which they are being assigned.

LETTER OF UNDERSTANDING
RE: STANDBY/ON-CALL

- (a) Standby/ On- Call scheduling will be posted in accordance with the local Collective Agreement at the same time as the tour schedule. Employees shall be permitted to exchange their standby assignments utilizing the exchange of shift form for documentation purposes with another staff member qualified to perform the work. The exchange of Standby/On- Call scheduling will not result in incremental costs.
- (b) Changes to Standby/On-Call schedules will be made in accordance with Article 14 of the Central Collective Agreement.
- (c) All nurses scheduled for Standby/On-Call will be provided with a communication device from the Hospital if requested. Communication devices will be returned by the nurse to the Hospital on the next scheduled day of work.
- (d) From completion of Standby/On- Call until the commencement of a pre- scheduled shift a minimum of twelve (12) hours off must be provided to the employee. If a

minimum of twelve (12) hours is not provided to the employee overtime premium will be paid for the period worked prior to the expiration of the twelve (12) hours.

- (e) A full-time employee will not be scheduled for Standby/ On-Call on a scheduled day off or scheduled weekend off, unless mutually agreed between the employee and the Hospital. Exception, the nurse scheduled to work Friday evening will be scheduled On-Call/Standby until Saturday morning.
- (f) Employees will not be pre-scheduled for Standby/On-Call contiguous to an eleven point two five (11.25) hour tour.
- (g) The Hospital will inform all new hires of their obligation to take "On Call" shifts for the unit that has Standby assignments.

LETTER OF UNDERSTANDING
RE: MULTI-SITE JOB POSITIONS

A job posting may include multiple work sites. The Hospital and Union will meet to discuss any multi-site position initiatives to their posting and implementation.

Specific sites will be indicated on the job posting.

SIGNING PAGE

Dated this “28th” day of “February”, 2024.

FOR THE EMPLOYER:

“Chiara Ansell”

“Deb Kennedy”

FOR THE UNION:

“Brigitte Goar”
Labour Relations Officer

“Laura Hanninen”

“Joanne Lamont”

“Kimberly Peachey”

“Joann Williamson”

“Kimberley Hill”

“Isaac Shouldice”