

COLLECTIVE AGREEMENT

B E T W E E N:

CHATHAM-KENT HEALTH ALLIANCE
Wallaceburg Site and Chatham Site
(Hereinafter referred to as "the Hospital")

A N D:

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

EXPIRY: March 31, 2025

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APPENDIX 2 - VARIATIONS TO NORMAL TOURS OF DUTY

PACU 0800-1600 0830-1630 0900-1700 1000-1800 1400- 2200	Rehab 1500-1900	Breast Screening Clinic 0800-1600 0830-1630	Pre-Surgical 0800-1400
Psychiatry 1900-2300	Crisis Intervention 0830-1630	Diagnostic Imaging 0800-1600 0830-1630	Infection control 0800-1600
Day Surgery 0600-1400 0630-1430 0800-1600 0900-1700 1000-1800 1200- 2000	Dialysis 1100-2300	Operating Room 0730-1530 0800-1600 0830-1630 0900-1700 1000-1800 1400-2200	Diabetes 0800-1600 1200-2000 1000-1800
Emergency Department 1200-2400 0800-2000 0900-1700	Ambulatory Care 0800-1200 0800-1800	Oncology/Palliative Care 0800-1600 0800-2000	Nurse Practitioner Care 0800-1600 0900-1700 1000-2200
Mental Health Service 0800-1600 0800-2000	Occupational Health 0800-1600	Stroke Strategy 0800-1600	Wound and Skin 0800-1600
ACT 0800-1600 1200-2000			

APPENDIX 3 – SALARY SCHEDULES**Registered Nurse**

	Effective April 1, 2023 New Grid	Effective April 1, 2023 (+3.5%)	Effective April 1, 2024 (+3%)
Start	\$36.65	\$37.93	\$39.07
1 Year	\$37.57	\$38.88	\$40.05
2 Years	\$38.51	\$39.86	\$41.06
3 Years	\$40.24	\$41.65	\$42.90
4 Years	\$42.05	\$43.52	\$44.83
5 Years	\$44.15	\$45.70	\$47.07
6 Years	\$46.36	\$47.98	\$49.42
7 Years	\$48.68	\$50.38	\$51.89
8 Years	\$52.53	\$54.37	\$56.00

Clinical Education leader, OR Resource Nurse (previously Clinical Education Leader) Nurse Educator/Health Education, Medicine Nurse Navigator (previously named Patient Flow Coordinator) As of March 31, 2014 the above referred titled do not exist except Nurse Educator/Health Education, Clinical Resource Nurse

	Effective April 1, 2023 New Grid	Effective April 1, 2023 (+3.5%)	Effective July 20, 2023 (19.04 (d))	Effective April 1, 2024 (+3%)
Start	38.49	\$39.84	\$41.93	\$43.19
1 Year	39.44	\$40.82	\$42.88	\$44.17
2 Years	40.45	\$41.87	\$43.86	\$45.18
3 Years	42.25	\$43.73	\$45.65	\$47.02
4 Years	44.17	\$45.72	\$47.52	\$48.95
5 Years	46.35	\$47.97	\$49.70	\$51.19
6 Years	48.67	\$50.37	\$51.98	\$53.54
7 Years	51.12	\$52.91	\$54.38	\$56.01
8 Years	55.17	\$57.10	\$58.37	\$60.12

Unit Clinical Leaders, Coordinator, Breast Assessment, CCOT Team Leader, Continuity Nurse Dialysis

	Effective April 1, 2023 New Grid	Effective April 1, 2023 (+3.5%)	Effective July 20, 2023 (19.04 (d))	Effective April 1, 2024 (+3%)
Start	38.94	\$40.30	\$41.93	\$43.19
1 Year	39.88	\$41.28	\$42.88	\$44.17
2 Years	40.85	\$42.28	\$43.86	\$45.18
3 Years	42.58	\$44.07	\$45.65	\$47.02

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4 Years	44.38	\$45.93	\$47.52	\$48.95
5 Years	46.46	\$48.09	\$49.70	\$51.19
6 Years	48.66	\$50.36	\$51.98	\$53.54
7 Years	50.99	\$52.77	\$54.38	\$56.01
8 Years	54.81	\$56.73	\$58.37	\$60.12

Professional Practice Leader, Advanced Practice Leader/Clinical Education Leader, Registered Nurse First Assistant

Note: There are presently no nurses in the position of Professional Practice Leader

	Effective April 1, 2023 New Grid	Effective April 1, 2023 (+3.5%)	Effective July 20, 2023 (19.04 (d))	Effective April 1, 2024 (+3%)
Start	40.31	\$41.72	\$41.93	\$43.19
1 Year	41.33	\$42.78	\$42.88	\$44.17
2 Years	42.36	\$43.84	\$43.86	\$45.18
3 Years	44.28	\$45.83	\$45.83	\$47.21
4 Years	46.27	\$47.89	\$47.89	\$49.33
5 Years	48.55	\$50.25	\$50.26	\$51.77
6 Years	50.99	\$52.77	\$52.77	\$54.35
7 Years	53.54	\$55.41	\$55.41	\$57.07
8 Years	57.78	\$59.80	\$59.80	\$61.59

Nurse Practitioner, Advanced Practice Nurse

	Effective April 1, 2023 New Grid	Effective April 1, 2023 (+3.5%)	Effective April 1, 2024 (+3%)
Start	55.31	\$57.25	\$58.97
1 Year	58.28	\$60.32	\$62.14
2 Years	59.96	\$62.06	\$63.93
3 Years	62.77	\$64.97	\$66.92

NP Lead

	Effective April 1, 2023 New Grid	Effective April 1, 2023 (+3.5%)	Effective April 1, 2024 (+3%)
Start	57.60	\$59.61	\$61.40
1 Year	60.62	\$62.74	\$64.63
2 Years	62.28	\$64.47	\$66.41
3 Years	65.10	\$67.38	\$69.40

APPENDIX 4 – SUPERIOR CONDITIONS

19.09(FT) Public General and St. Joseph’s Campuses (Chatham Site) Only

Education Allowance

The education allowance referred to in Article 19.09 of this Collective Agreement is as follows:

An Employee having special additional preparation and having completed a post-diploma course in coronary care nursing recognized and accepted by the Hospital as such, will be paid fifteen dollars (\$15.00) monthly additional to the salary schedule referred to in Appendix 3 to this Agreement conditional upon the Employee being employed in the ICCU. Payment of this monthly allowance shall be effective as of the commencement of the first pay period in the month next following submission by the Employee of evidence of the completion of such diploma course and recognition and acceptance thereof by the Hospital.

18.09(PT) Public General and St. Joseph’s Campuses (Chatham Site) Only

The Education Allowance referred to in Article 18.09 of the Agreement is as follows:

A regular part-time Nurse, having special additional preparation and having completed a post-diploma course in coronary care nursing recognized and accepted by the Hospital as such, will be paid sixty-nine cents (69¢) for each tour worked in the ICCU, but not to exceed fifteen dollars (\$15.00) per calendar month, additional to the salary schedule set forth in Appendix 3 to this Collective Agreement. Payment of the said allowance shall be effective as of the commencement of the first pay period in the month next following submission by the Employee of evidence of the completion of such diploma course and recognition and acceptance thereof by the Employer.

For all Employees in the ONA Bargaining Unit of the Chatham-Kent Health Alliance

Dependent coverage for all benefits under Article 17 to age twenty-five (25) years.

APPENDIX 5 – LOCAL PROVISIONS**ARTICLE A – RECOGNITION CLAUSE**

A-1 The Hospital recognizes the Ontario Nurses' Association as the bargaining agent of all Registered and Graduate Nurses employed in a nursing capacity at the Chatham-Kent Health Alliance including the site locations in Chatham, Wallaceburg, and any other operations of the Chatham-Kent Health Alliance that employs Registered Nurses save and except Managers, and persons at or above the rank of Manager.

For the purposes of clarity, the parties agree that the persons employed by the Hospital in the positions set forth in the decision of the Ontario Labour Relations Board dated January 29, 1992, pertaining to the Public General Hospital, are excluded from the bargaining unit.

ARTICLE B – MANAGEMENT RESPONSIBILITIES

B-1 The Union recognizes that the Management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the express provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline, and efficiency and to make, alter and enforce rules and regulations to be observed by Employees;
- (b) Hire, retire, direct classify, transfer, promote, demote, suspend and discipline for just cause; assign Employees to shifts; increase and decrease working forces; provided that a claim that an Employee, who has completed her/his probationary period, has been unjustly discharged, may be the subject of a grievance and dealt with in accordance with the grievance and arbitration procedure;
- (c) Generally manage the Hospital at its sole and absolute discretion and, without restricting the generality of the foregoing to determine the number and location of the Hospital's establishments, the services to be rendered, the methods, the work, the procedures, the kinds and location of Hospital equipment to be used; to select, control and direct the use of all material required in the operation of the Hospital, to determine the work and the services to be provided and performed, and to make alter and enforce regulations governing the use of material, equipment, services and facilities as may be deemed necessary in the interest of the safety and well being of the Hospital patients and public.

B-2 These rights shall not be unfairly or unreasonably exercised in a manner inconsistent with the express provision of this Agreement.

ARTICLE C – NO DISCRIMINATION

- C-1 The Hospital agrees to take all reasonable measures to provide a working environment free from all forms of harassment, discrimination, and abuse, including but not limited to sexual, physical, verbal, and emotional.

ARTICLE D – COMMITTEES AND EMPLOYEE REPRESENTATION

- D-1 (a) Union Representative - The Hospital will recognize for each defined unit in the Hospital to a maximum of nineteen (19) – fifteen (15) for the Chatham Site and four (4) for the Wallaceburg Site exclusive of the Bargaining Unit President with no more than one (1) absent from any one unit/department per shift.
- (b) Grievance Committee - The Hospital will recognize up to six (6) Employees.
- (c) Negotiating Committee - The Hospital will recognize up to seven (7) Employees with no more than one (1) from any one unit/department exclusive of the Bargaining Unit President.
- (d) Hospital - Association Committee (formerly known as ONA Management Committee) - There will be a Committee consisting of six (6) Representatives from the Union and six (6) from the Hospital.

It is agreed that all sites will be represented at all Hospital-Association Committee meetings. Where needed, the Hospital and the Union will agree to meet at specific sites to deal with site specific issues.

The Bargaining Unit President, or designate, will identify to the Clinical Manager which committee members require payment under Article 6.03(e) at each H.A.C. meeting.

- (e) Professional Development Committee - The Hospital will recognize six (6) ONA representatives as identified under Article 9 of the Central Hospital Collective Agreement.
- (f) Health and Safety - The Hospital shall recognize one (1) ONA member as a certified worker pursuant to the Occupational Health and Safety Act.

The Hospital will recognize two members to attend meetings, one of which may be an alternate. One member shall be from the Wallaceburg Site and one member from the Chatham Site.

- (g) The defined units in the Hospital for the purposes of representation are as follows:

- PACU
- Women and Children's Health
- Medical Unit
- Emergency Department
- Mental Health Service (Inpatient/Outpatient);
- Oncology/Palliative Care
- Rehab
- Complex Continuing Care
- ICU/PCU
- Ambulatory Care
- Occupational Health
- Dialysis Unit
- Diagnostic Imaging
- Operating Room
- Surgical Unit
- Stroke Strategy
- Day Surgery
- Pre-Surgical Screening
- Infection Control
- Diabetes Education
- Wound and Skin
- Hospitalist
- NLOT
- ACT

Wallaceburg Site

- Emergency Department
- Medicine Unit

- h) The Employer will provide via email a copy of the original posted complete unit schedules to the Bargaining Unit President. The members will have the ability to view their entire Unit schedule.

The Bargaining Unit President and Grievance officer will have access to the call in records for ONA members on each unit. If a member identifies a suspected discrepancy the request will be made in writing to the applicable manager. The manager will respond to the employee's request within five (5) business days of receiving the request.

- D-2 The Union will supply the Hospital with the names of its Representatives and any changes thereto.

ARTICLE E – INTERVIEW

- E-1 The Hospital will arrange with the Union a period of one-half (1/2) hour to interview Employees during the orientation period as defined in the Central Agreement, Article 5.06. It is agreed that this interview will be conducted on a group basis, where possible.

- E-2 The interview shall take place on the Hospital premises in a room designated by the Hospital.

ARTICLE F – UNION LEAVE

- F-1 Leave of absence for Union business shall not exceed one hundred (100) days in each calendar year, provided five (5) working days' notice is presented to their immediate supervisor or designate. For both the Chatham Site and Wallaceburg Site, no more than one (1) Employee per unit, excluding the Bargaining Unit President shall be absent at any one time except for the Annual General Meeting of the Union.
- F-2 The Employer will pay the Bargaining Unit President/Local Co-ordinator, one (1) site representative and/or Designates at her/his regular straight time hourly rate for all time spent attending meetings with the Employer outside her/his regularly scheduled hours.
- F-3 An Employee who is elected to a Provincial Committee of the Ontario Nurses' Association or one (1) person elected as Local Co-ordinator shall be granted upon request such leave(s) of absence as they may require to fulfil the duties of her/his position. Reasonable notice shall be given to the Hospital for such leave of absence. 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.
- F-4 The Employer shall grant the Bargaining Unit President thirty (30) hours per month to be taken in increments of full shifts at a mutually agreed upon time between 0700 hrs Monday and 1900 hrs Friday for purposes of conducting affairs of the local. Such time shall not be accumulated and must be taken each month and cannot be banked as lieu time off with pay. It is agreed that the parties will work together to schedule meetings that require the attendance of the Bargaining Unit President or her/his designate, giving as much advance notice as possible.
- F-4 The Hospital will grant the Grievance Officer four (4) hours of paid leave of absence to conduct Union business. It is agreed that the parties will work together to schedule meetings that require the attendance of the Grievance Officer or her/his designate at mutually convenient time.

ARTICLE G – BULLETIN BOARDS

- G-1 (a) The Hospital will provide a glass-enclosed, bulletin board at a mutually agreeable location, at each site, for the sole use of the Union.

- (b) The Hospital will permit notices signed by an Officer of the Union regarding meetings and other matters pertaining to the Union to be posted on units, or in staff lounges where they exist on nursing units.

ARTICLE H – SENIORITY LISTS

- H-1 In accordance with Article 10.02, copies of the seniority lists shall be posted June 1st and December 1st of each year at all sites of the Chatham-Kent Health Alliance. An electronic copy of the seniority lists shall be filed with the Bargaining Unit President. Seniority lists will be available on the Alliance intranet.
- H-2 In the event of any layoffs, an updated seniority list will be provided to the Bargaining Unit President.

ARTICLE I – SCHEDULING REGULATIONS

- I-1 (a) There shall be no split tours.
- (b) Tours of duty schedules shall be posted four (4) weeks in advance to cover a four (4) week period. At no time will there be less than four (4) weeks of posted time. Any schedule due to be posted between December 25 and January 1 will be posted by December 22. By January 15th of each year the Employer will post the dates when the schedules will be posted in each unit for the calendar year. Requests for specific days off are to be submitted in writing in the request binder, 10 days in advance of the posting period. After the schedule is posted, requests will be submitted forty-eight (48) hours in advance on an individual request form and will be granted based on the order in which they are received, and employees will be advised if such requests are denied within seven (7) calendar days of submitted request. Such requests must be pre-approved by the manager or their delegate. Where a conflict occurs, seniority will be the deciding factor. If the schedule cannot be posted within the identified timeframe above the employer will notify the union in writing with the reason for delay and date when the schedule will be posted, and the 8 shift exchanges per 4 week posted schedule per employee limitation outlined in article 1-1 (c) i) will be null and void for that posted schedule, if schedule is not posted on time.
- (c) i) Employees who request to make a shift exchange shall be limited to eight (8) shift exchanges per four (4) week posted schedule per employee provided such requests are submitted in writing on the "Mutual Request Form" to the Manager, or her/his delegate, co-signed by the Employees involved and approved by the Manager/delegate. Such exchange shall be submitted forty-eight (48) hours in advance of the requested time exchange and will not result in premium pay or overtime. The Manager will respond to the request within 48 hours of

receiving the fully completed request form. Such requests will not be unreasonably withheld.

Any shift that has been approved for exchange between nurses may only be exchanged one additional time after the original posted schedule.

Should a nurse fail to report for a shift that has been mutually exchanged (except for an absence due to illness), their right to mutually exchange future shifts will be removed for a four (4) week period. The four (4) week period starts the day they failed to report to work.

For Clarity: Shift exchanges approved for the four (4) week period will be honoured however no new or additional shift exchanges will be able to be requested where a nurse fails to report for a shift that has been mutually exchanged.

ii) Applicable to full and regular part-time only:

Registered Nurses (RN) may request to exchange four (4) hours at the beginning or end of an eleven and one-quarter (11 $\frac{1}{4}$) hour shift with another full time RN.

Such exchanges will be limited to one exchange per RN per week (Sunday to Saturday).

Requests for exchanges will be submitted and approved in accordance with Article I-1 (c).

Payment for the shifts exchanged will be seven and one-half (7.5) for the full time RN requesting the exchange and three and three-quarter (3 $\frac{3}{4}$) hours for the full time RN agreeing to exchange. The requested time exchanged will not result in premium pay or overtime.

Registered Nurses agreeing to exchange must have the required skills to perform the work.

iii) Prior to the schedule being posted request for time off will be granted in the following order:

a) Request for vacation outside of the vacation process as defined in Article M-3 f);

b) Holiday lieu days and earned lieu days based on first come, first served basis. If more than one (1) of these requests occurs on the same date, seniority will govern the granting of the request; and

c) Not available (x-days) on a first come, first served basis.

Requests for N/A Days will be granted on a first-come, first-served basis. No requests for N/A Days can be made prior to one (1) calendar year of the effective date.

- (d) There shall be a minimum of fifteen (15) hours off between the end of the scheduled tour and the start of the next scheduled tour unless expressly waived by the Employee.
- (e) It is understood that a weekend consists of any fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift unless otherwise mutually agreed, in writing, between the Hospital and the Employee
- (f) The Hospital will endeavour to schedule at least one (1) weekend off in two (2). The Hospital will schedule two (2) weekends off in four (4).

If an Employee is required to work on a third and subsequent consecutive weekend, they will receive premium payment as defined in the Central Agreement for all hours worked on that weekend 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 or part thereof is worked, as a result of an exchange of shifts with another Employee which has been approved by the Clinical Manager; or
- iv) Such employee has not worked at least a full shift as offered during a weekend period defined in Article I – 1 (e) above.

It is understood that Nurses presently receiving every other weekend off will continue to do so.

- (g) Schedules shall not be changed unilaterally by the Hospital once posted, unless mutually agreed otherwise, except in emergency situations.

Where errors are identified on posted schedules, for which the posted schedule requires changes, the Employer will notify the Bargaining Unit President in writing the reasons for the change.

- (h) Employees will not work more than six (6) consecutive days without days off. An Employee will receive premium pay for the seventh (7th) consecutive and subsequent day worked until next scheduled day

off, unless mutually agreed between an individual Employee and her/his immediate Supervisor.

- (i) Nurses who are scheduled for orientation shall not be counted in staffing complement. Where the need arises to use them as base staff they will be assigned patients with low acuity on the same shift and in the same area that they were previously orientated to and assigned duties in which they feel comfortable with, and the orientation shift will be rescheduled.

I-2

(a) Full-time Employees Only

- i) After a period of regularly scheduled night duty a period of forty-eight (48) consecutive hours off shall be scheduled. In the event the Hospital fails to provide the requisite hours off as provided herein, an Employee will be compensated with premium pay for all hours worked within these hours which should have been scheduled off.

An Employee shall not be required to work three (3) different tours (i.e., day tour, afternoon tour, and night tour) in any seven (7) day period except in the case of an extreme emergency situation.

Any Full-time Employee shall not be scheduled on the master schedule to work in any calendar year more than fifty percent (50%) of evening or night tours to the amount of time scheduled on the day tour unless mutually agreed to by the Employee in writing.

- ii) Nurse practitioner / R.N.E.C will be scheduled a minimum of one thousand nine hundred and fifty (1,950) hours in a calendar year.

Due to the nature of the work of the NP/RNEC there will be flexible scheduling of hours in accordance with their workload. The NP/RNEC will adjust their schedule, in consultation with their manager, to compensate for the variations in that load. Such flexible schedule will not result in premium pay under the scheduling provisions contained at Appendix 5 of the Collective Agreement.

(b) Part-time Employees Only

An Employee shall not be required to work three (3) different tours (i.e., day tour, afternoon tour, and night tour) in any seven (7) day period, unless they agree otherwise.

(c) Permanent Shifts

- i) The Hospital will consider requests for permanent shifts other than the day shift on an individual basis. Scheduling for such shifts will be in accordance with article I and article J.
- ii) The Hospital may assign the Employee to the day shift from time to time for training, development, reorientation, or evaluation. Permanent shift agreements will not be terminated unreasonably.

(d) Full-time Employees Only

Where a unit follows a master rotation, such rotation will not be changed without the consent of the Union. The Employer will provide the Union and effected employees with six (6) weeks written notice of such proposed change. Individual requests will be considered at the time of such change. The Union will not unreasonably withhold such consent.

- i) Where a vacancy occurs in a master rotation, the hospital will consider requests from current employees on the unit to fill the vacant line. Requests will be considered on the basis of skill and seniority and the subsequent vacancy will be posted if required.
- ii) Provided there are no qualified regular part time applicants, full time Employees may be considered for temporary full time vacancies on the same basis as regular part-time Employees provided for at Article 10.07(d) of the central collective agreement. Such full-time Employee will continue to be classified as a full-time Employee and covered by the provisions relating to full-time Employees.

(e) Jury & Witness Duty

Employees required to serve on or attend any of the proceedings outlined in Article 11.06 of the Central Collective Agreement shall have their schedule changed to reflect the day tour for the time they are required to attend. The Employees will not be required to work a scheduled weekend in the same week in which they attended these proceedings, if their regular attendance has equalled or is greater than 37.5 hours during the week. Changes to an Employee's schedule to comply with this provision shall not give rise to premium pay entitlement.

I-3

Regular Part-time Commitment

A regular part-time Employee is defined as an Employee who signs and files with the Hospital through its nursing office a written commitment, which will include the following conditions:

- i) Available on a predetermined scheduled basis on a unit at a specific site, for at least five (5) seven and one half (7.5) hour tours per biweekly period or thirty seven and one half (37.5) hours or thirty-three and three quarter (33³/₄) hours per biweekly period for Employees whose hours of work consist of a combination of short, normal and/or extended tours.
- ii) Available for two (2) weekends in four (4).
- iii) Available for all tours of duty unless they have a commitment for a permanent shift.
- iii) A Regular part-time Nurse must be available as required by the Hospital to work eleven (11) calendar months of the year. This time must include the month of December, the week designated as March Break and the prime time period of June, July, August and September inclusive, except for scheduled vacations. Vacation time may be taken in one-week segments or multiples thereof. This does not preclude a regular part-time Nurse from requesting specific days or weekends off pursuant to Article I-1(b). Regular part-time Nurses cannot make themselves unavailable for scheduling.
- v) Available for work during one (1) of the Christmas holiday period or New Year's holiday period.
- vi) Available three (3) of Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day and Family Day.
- vii) Prior to the posted schedule, regular part time excluding job sharers, have the right to request up to two (2) days off per bi-weekly period without affecting their scheduled hours, pursuant to the scheduling regulations in article I and article J. Any additional shifts an employee is unavailable to work within that two (2) week bi-weekly period, such employee shall have their shifts prorated/reduced on requested time off in excess of two (2) days in a two (2) week bi-weekly period.

When a nurse makes their request, the request of a single shift off on any day or a request for a full day off is to be viewed as one request, regardless of the number of shifts that are scheduled on that unit on that day.

For further clarity if a nurse requests a specific shift off in a day they need to specify the hours they are requesting off (from and to). It is understood that they would be eligible to be scheduled for a shift on that day outside of the specific shift they are requesting off.

When a nurse has made a request for a single shift off on a day or a full day off, and it is posted on the schedule as granted, if a shift becomes available after the posted schedule on that shift/day, the nurse will be called per the Collective Agreement under Article I-4 (e).

- viii) During a two (2) week biweekly commitment period in which the RPT (excluding job sharers) nurse has a scheduled period of vacation, they will have their scheduled hours reduced by fifty percent (50 %) of available scheduled hours. For clarity, a scheduled period of vacation shall be two (2) or more days.

I-4

Regular Part-time Scheduling Provision

- (a) All available part-time nursing shifts/hours other than those included in any job-sharing schedule will be divided equally among all of the regular part-time Nurses on a unit.
 - i) The equitable distribution will be for the two (2) week biweekly pay period.

Available part-time nursing shifts in 1) above will include 7.5, 12, and 4 hour tours.

No part-time Nurse will be scheduled solely on 4-hour tours in any posted schedule except where a Nurse has requested 4-hour tours or there are no other tours available to be scheduled.

- (b) Where shifts remain available to be scheduled prior to the schedule being posted, the Hospital will equitably distribute any additional tours in the following order:
 - i) Once all regular part time Nurses on the unit have been scheduled equitable shifts, any remaining shifts to be scheduled will be scheduled allocating one shift to each RPT nurse on a rotating seniority basis until all available shifts are scheduled within each posted schedule on the unit.
 - ii) Once all regular part time Nurses on the unit have been scheduled their minimum commitment or any available shifts, any remaining shifts are to be scheduled to the regular part time nurses working in job-sharing arrangements on the basis of rotating seniority.
 - iii) Any remaining shifts after I, ii above will then be offered to casual part time Nurses on the unit on a seniority basis, prior to lettered staff.

- (c) Where a regular part-time Nurse does not want to be scheduled for any shifts over and above the minimum part-time commitment, they will indicate this in writing to their Clinical manager. Such request will be effective the following posted schedule and will remain in effect for a six month period.
- (d) Where a Nurse is scheduled to work a four (4) hour tour, and a need arises to extend the four (4) hour tour to seven and one-half (7½) hours, the Nurse working the four (4) hour tour will be given the opportunity to work the additional hours before the tour is offered as an additional tour under (2) below, provided the hours do not result in premium pay.
- (e) Additional Call-In Shifts
 - i) Additional shifts which become available on each unit after the schedule has been posted, will first be offered on a rotational seniority basis to regular part-time Nurses on the Unit, starting immediately after the nurse who last accepted a shift, then job-sharers on the unit on the basis of rotating seniority, provided that these tours are not at premium pay.

Applicable to RN/RNFA composite positions:

- A) Where an additional RNFA shift becomes available on a unit after the schedule is posted, the shift will first be offered to a nurse on the unit qualified to do the work and who is not scheduled to work.
 - B) If all RNFA nurses are scheduled to work the day when an RNFA shift becomes available then the employer may make a change to the schedule and the RNFA shift will be offered to the most senior nurse. The resulting vacant RN shift will be offered as outlined in (i) above.
- ii) Additional shifts remaining available after (e) i) above will be offered to casual Nurses on the unit and then to regular part-time Nurses and job-sharers off the unit who have indicated in writing an availability for additional shifts on that unit on the basis of seniority, provided that these tours are not at premium pay.
 - iii) Additional shifts remaining available after (e) ii) above will be offered to casual Nurses from off the unit on the basis of seniority, provided that these tours are not at premium pay.
 - iv) Any regular part-time Nurse who does not wish to be called for additional shifts must put their desire not to be called in, in writing, to their Clinical Manager.

- v) The employer has the right to call in regular part time and casual part time employees for non established tours, as required for patient transport, sick replacement for nurses going home during shift, increased patient acuity or census and will not result in premium pay unless otherwise provided for. Where a nurse accepts a tour of less than 7.5 hours and reports to work between the hours of 2400-0600h, they shall receive premium pay.

For clarity:

- A) Rotating seniority continues from the last Nurse who last accepted a shift;
- B) A tour will be deemed to be offered whenever a call is placed;
- C) Nurses must provide one (1) telephone number for call-in purposes. A Nurses' home telephone number is presumed to be the contact number unless the Hospital receives written notification to the contrary;
- D) An offer to work cannot be accepted from anyone other than the Nurse;
- E) Nothing in the above precludes a Nurse from calling the Hospital once they receive a message indicating that a call was made, to check to see if the shift remains available and if so, to accept the shift at that time; and
- F) There is no responsibility for the caller or Hospital to wait for an answer. The Nurse must give her/his answer when called. (This does not prevent a Nurse from checking for a sitter and calling back to the Hospital to see if the shift is still available.)

I-5 Calls During Vacation Period for Additional Call In Shifts

Any Nurse who does not wish to receive calls for call in shifts while on vacation must put their request in writing to their Clinical Manager stating the duration they do not wish to receive calls. The Nurse will not to be called for any shifts called out during this period, including calls for shifts falling in or outside of their vacation period.

I-6 Scheduling of Premium Pay Shifts

- (a) Once the Hospital has decided to schedule or call in a part-time Nurse under I-4 (a), (b) or (c), above and have exhausted all part-

time Nurses in a non-premium pay situation, the hours will then be offered to Nurses in a premium pay situation in the following order:

- i) All regular part-time and job-sharers on the unit by rotating seniority;
 - ii) All full-time and regular part-time Nurses filling a temporary full-time vacancy greater than two (2) weeks on the unit on the basis of rotating seniority;
 - iii) All casual on the unit, by seniority;
 - iv) All regular part-time and job-sharers off the unit, who have indicated an availability to work on that unit, by seniority;
 - v) Any full-time and regular part-time Nurses filing a temporary full-time vacancy greater than two (2) weeks off the unit, who have indicated an availability to work on that unit, by seniority.
 - vi) Any casual Nurses off the unit, who have indicated an availability to work on that unit, by seniority.
 - vii) Employees working in higher paid classifications other than Registered Nurse will not be scheduled or offered additional tours as a Registered Nurse on any unit until all full-time and regular part-time employees on the unit in the Registered Nurse classification have been given the opportunity to work.
 - viii) All available additional shifts will be offered to nurses as a full shift in both straight time and premium pay situations, prior to offering nurses the ability to work part of the available shift.
- (b) Notwithstanding the above, where a regular part-time Employee had a scheduled shift cancelled and a need arises whereby the Hospital intends to call an Employee in for the same cancelled shift, the Employee who has had her/his shift cancelled will be given the first opportunity to work that call-in shift or the next call-in shift. If the cancelled Employee is offered an on-call option, and refuses, then the Nurse waives the right to recall for that tour.

Pursuant to Article 14.03 of the Central Collective Agreement, which a premium is attached, shall be for the hours worked of seventy-five (75) in a two (2) week bi-weekly pay period.

I-7

Employees Off The Unit

- (a) Where no regular part-time employee is willing to perform the available work, the tour will be offered to:

- i) employees off the unit who are qualified to perform the work, who have completed their probationary period in accordance with 10.01 (a) i), and who have indicated in writing, an availability to work additional tours on that unit in accordance with Article 1-4 e) and Article 1-6 a);
- ii) the employer will determine the required number of employees from off the unit;
- iii) employees can letter to up to two (2) units.
- iv) lettered staff will not accept shifts in excess of the standard work day and/or week unless expressly offered as an overtime shift. Employees who accept shifts in excess of the standard work day and/or week will have their lettering privileges revoked for the remainder of the current schedule and the entire next schedule.
- v) employees will endeavour to notify the home unit at the time they accept a shift on another unit.
- vi) should an employee from off the unit not work on that unit in a calendar year, they shall be deemed no longer available for work on that unit.

I-8 Normal hours of work are as follows:

(a) Tours shall be defined as:

Day tour – 0700 to 1500 hours;
Evening tour– 1500 to 2300 hours;
Night tour – 2300 to 0700 hours.

It is understood that the day tour is the first tour of the day.

- i) For purposes of scheduling, shift layoffs and shift cancellations, a day shift is defined as any shift commencing within the hours of 0600 to 1000.
- ii) The Employer will notify the Union in writing six (6) weeks prior to initiating variations to the above tours or the tours identified in Appendix “A”. These variations will be agreed to with the Association prior to implementation. The Association shall not unreasonably withhold such agreement.

(b) Shift Premium

For regular tour and extended tour Employees:

- i) The evening shift premium, when applicable as per Article

14.10 of the Central Collective Agreement, will be payable between 1500 and 2300 hours.

- ii) The night shift premium, when applicable as per Article 14.10 of the Central Collective Agreement, will be payable between 2300 hours and 0700 hours.
- iii) The weekend premium pursuant to Article 14.15 of the Central Collective Agreement will be paid during the hours from 2300 Friday to 2300 Sunday.

I-9 Tours of Less than the Normal Tours (7.5 hours) – Part-time Employees Only

Where tours of less than 7.5 hours are required, Article I, in its entirety, applies except as amended by the following:

- (a) No part-time Employee will be scheduled solely on tours of less than 7.5 hours in any pay period, except where such arrangements are requested by the Employee.
- (b) The Hospital will endeavour not to schedule Employees solely on tours of less than 7.5 hours on a weekend.
- (c) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
- (d) A four (4) hour tour will consist of four (4) paid hours.

I-10 Pursuant to Article 14.09 of the full-time Central Collective Agreement, Employees electing equivalent time off in lieu of overtime payment must take such time off within one hundred and twenty (120) days of the end of the pay period in which overtime was earned. Such time off is to be scheduled at a mutually agreed upon time within the one hundred and twenty (120) day period or payment will be made at the applicable rate. Where the 120-day time limit falls within the prime time vacation period, the 120-day time limit may be extended past the prime time vacation period. Exceptions and extensions to this provision may be made for the Nurse solely for the purpose of using lieu time during a short-term layoff on their unit equivalent to the duration of the layoff period.

Where a full-time employee opts for equivalent time off, the maximum accumulation at any time shall not exceed thirty-seven and one half (37.5) hours.

Where a Regular Part Time employee opts for equivalent time off, the maximum accumulation at any time shall not exceed twenty-two point five (22.5 hours)

Full-time Nurses in the Operating Room, Post Anaesthetic Care Unit, Day Surgery and Pre-Surgical Screening shall be allowed to accumulate a

further fifteen (15) hours which may be used during employer initiated unit closures.

I-11

Standby/On-Call

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

- (a) Where standby/on-call assignments are scheduled, such assignments will be distributed equally among all of the Employees in that unit (full-time, regular part-time, and Nurses working in a job sharing arrangement).
- (b) The Hospital will notify the Union in writing six (6) weeks prior to initiating standby assignments on any unit.
- (c) Standby assignments shall be posted at the time of the tours of duty schedules outlined in Article I-1(b). Employees shall be permitted to exchange their standby assignment provided approval is received from the Clinical Manager.
- (d)
 - i) Operating Room / PACU Employees normally scheduled to work Monday to Friday will not be scheduled on standby for more than one (1) in three (3) weekends, unless mutually agreed in writing between the Employee and the Hospital.
 - ii) When a full-time or regular part-time Employee is scheduled for standby on a weekend, they are considered to be "working" the weekend, for scheduling purposes.
- (e) Employees scheduled for standby shall be provided with beepers.
- (f) Standby will not be scheduled on a night before a scheduled day shift (except in the Operating Room / PACU), unless agreed otherwise by the Employee.
- (g) Where an Employee is called in from standby and worked during the hours after 2400 hours, such Employee will not be required to work the day shift unless they do so by mutual agreement between the Employee and the Hospital.
- (h) The Hospital will make available one private room (at the Chatham Site, and at the Wallaceburg Site) for Employees scheduled for standby.

I-12

Cancellation of Shift

Cancellation of a shift will be on the basis of seniority of the nurses on the unit on that shift except where there is a nurse working at premium pay on the unit on that shift, who shall be the first to be cancelled. If there is more than one (1) nurse on the unit, that shift, working at premium pay, the most

junior nurse will be the first to be cancelled.

Shifts will be cancelled in the following order:

1. Lettered regular part time in reverse order of seniority,
2. Casual part time,
3. Regular part time (including temporary part time) in reverse order of seniority.

ARTICLE J – EXTENDED TOURS

J-1 Extended Tour Implementation and Discontinuation

- (a) Extended tours shall be introduced into any unit when:
 - i) Seventy percent (70%) of all full-time and regular part-time Employees on the unit, who vote so indicate by secret ballot, and
 - ii) The Hospital agrees to implement the extended tours. Such Agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
 - i) Seventy percent (70%) of all full-time and regular part-time Employees, on the unit who vote so indicate by secret ballot, or
 - ii) The Hospital because of:
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule, or
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary

states its intention in writing to discontinue the 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 Employees shall be given sixty (60) days' notice before the schedules are so amended.
- (d) In this Article J-1, the process by which any secret ballot shall be conducted will be as mutually agreed between the Hospital and the Association.
- (e) All full-time and part-time Employees shall be required to work extended tours in those areas where the compressed work week is scheduled.
- (f) There will be a minimum of twelve (12) months between extended tour votes identified in Article J-1 (a) or (b) above. Such twelve (12) month period will commence from the date of implementation of the extended tour schedule.

J-2

- (a) Extended tours shall normally be defined as:

0700 – 1900
1900 – 0700

unless the Hospital and the Union agree to alter extended tours to meet the needs of a specific unit.

Variations to the above tours or the tours identified in Appendix "A" will be agreed with the Association prior to implementation. The Association shall not unreasonably withhold such agreement.

- (b) Full-time Employees Only

Hours of work for Nurses who work extended tours shall be averaged over a period as agreed to by the parties to meet the needs of a specific unit.

Where a unit follows a master rotation, such rotation will not be changed without the consent of the Union. The Employer will provide the union and effected employees with six (6) weeks written notice of such proposed change. Individual requests will be considered at the time of such change. The Union will not unreasonably withhold such consent.

- i) Where a vacancy occurs in a master rotation, the hospital will consider requests from current employees on the unit to fill the vacant line up to a maximum of two times. Requests will be considered on the basis of skill and seniority and the subsequent vacancy will be posted if required.

J-3

Scheduling of extended tours shall be in accordance with the following:

- (a) No split shifts;
- (b) No Nurse will be scheduled to work more than three (3) consecutive extended tours. Premium pay will be paid for all hours worked on a fourth (4th) consecutive and all subsequent consecutive extended tours until a day off is received save and except where:
 - i) such tour has been worked by the Nurses to satisfy specific days off requested by the Nurse; or
 - ii) such tour is worked as a result of an exchange of tours with another Nurse.
- (c) Full-time Employees will be scheduled at least two (2) consecutive days off.
- (d) A weekend for the purpose of this Article is defined as being fifty-six (56) hours between 1900 hours on Friday and 0700 hours on Monday.
- (e) The Hospital will endeavour to schedule at least one (1) weekend off in two (2). The Hospital will schedule two (2) weekends off in four (4).

If an Employee is required to work on a third and subsequent consecutive weekend, they will receive premium payment as defined in the central agreement for all hours worked on that weekend 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 or part thereof is worked, as a result of an exchange of shifts with another Employee which has been approved by the Clinical Manager.
- (f) There will be at least forty-eight (48) hours off when changing from the night shift to the day shift. There will be a minimum of eleven point twenty-five (11.25) hours off between scheduled shifts.
- (g) For purposes of training and/or orientation, regular part-time scheduling provisions may be waived in accordance with the 2D 2N language for the period of the employee's training needs. All other premium pay provisions apply.

J-4

Pursuant to Article 13.02, the total break time for extended tours will be as follows:

- The first 45 minutes of break time (15 minutes and 30 minutes) will be paid time;
- The second 45 minutes of break time (15 minutes and 30 minutes) will be unpaid time.
- Breaks may be taken in three (3) 30 minute segments. The first forty-five (45) minutes of break time are to be used within the first eight (8) hours of a shift.

J-5

2D 2N Extended Tour Schedules (Full-time only)

- (a) When the Hospital and the Union agree, the 2D 2N extended tour schedule may be instituted where seventy percent (70%) of those nurses on a particular nursing unit who vote have so indicated by secret ballot. The Union shall conduct such votes.
- (b) When less than seventy percent (70%) of the nurses 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 reconsider the implementation of a combination 2D 2N extended tour schedule, other extended tours and a normal (7.5 hour) tour in a particular unit.
- (c) Where the parties agree, the seventy percent (70%) figure may be varied.
- (d) The Hospital shall make space available to the Union in order to permit the Union to conduct a vote to ensure the Unit nurses have indicated their preference for the proposed schedule.
- (e) At any meeting with the Employer to discuss the 2D 2N schedule, a Union representative of the Bargaining Unit will be in attendance.
- (f) A trial of the 2D 2N schedule shall run for any nine (9) month period agreed to by the parties; after which a further vote of the nurses will be conducted. Where at least seventy percent (70%) of the nurses of the Unit who vote indicate a willingness to continue with the 2D 2N schedule, the arrangement will become permanent.
- (g) Nurses may elect not to participate in the 2D 2N schedule trial at any time prior to the commencement of the trial by notifying the Clinical Manager of their desire to remain on the existing Master Schedule. Participation in the trial is strictly voluntary. However, once a decision is made to take part in the trial, the nurse remains committed to the trial for its duration.
- (h) If the 2D 2N schedule becomes permanent as provided by paragraph (f) above, all current nurses will, at the time, be given the opportunity not to participate in the 2D 2N schedule by notifying the Clinical

Manager of their desire to remain on the existing Master Schedule. At the time the schedule becomes permanent, nurses hired subsequent to the commencement of the 2D 2N schedule shall continue in the 2D 2N schedule.

- (i) The 2D 2N schedule may be discontinued in any unit when:
 - i) Seventy percent (70%) of the nurses in a unit so indicate by secret ballot; or
 - ii) Where the Hospital decides to do so because of:
 - A) Adverse effects on patient care, or
 - 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, and states its intention to discontinue the extended tours in the schedule;
 - iii) When notice of intention to discontinue in accordance with (a) or (b) is given by either party, then:
 - A) The employer shall provide written notice to the Bargaining Unit President and the Union; and
 - B) 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.
- (j) The scheduling provisions in Article J are applicable except as expressly amended below:
 - i) Nurses shall not be required to work more than four (4) extended tours. Where schedules do not conform to this, the nurse shall be paid a premium pay for the fifth (5th) and subsequent day(s) until a day off is scheduled;
 - ii) If a nurse is required to work on a fourth (4th) and subsequent consecutive weekend, they will receive premium payment as defined in the Central agreement for all hours worked on that weekend save and except where:
 - A) Such weekend has been worked by the nurse to satisfy specific days off required by such nurse; or
 - B) Such nurse has requested weekend work; or
 - C) Such weekend work is worked as the result of an exchange of shifts with another nurse.

- (k) All schedules will be done on the basis that each nurse will be scheduled for 1,950 hours per year. In order to achieve this the following applies:
- i) two (2) eleven point two five (11.25) hour additional tours will be scheduled in Units with a nine (9) week master rotation.
 - ii) four (4) eleven point two five (11.25) hour additional tours will be scheduled in Units with an eighteen (18) week master rotation.
 - iii) The nurse may request vacation and/or lieu time for any of the above tours. Such request shall not be unreasonably denied.
- (l) Scheduling provisions of this article also apply to regular part time nurses in a 2D 2N Job Share Line.

J-6 All provisions contained in this Appendix 5 of Local Issues will apply to nurses working extended tours unless expressly amended above.

J-7 Units working 2D 2N and Conventional Extended Tours, any Nurse working in a 2D 2N rotation may only remove herself or himself from the 2D 2N schedule with manager approval and if the manager is able to find another Nurse to replace the 2D 2N on the basis of seniority. The Nurse must provide ninety (90) days written notice to the Unit Manager.

ARTICLE K – CHRISTMAS/NEW YEAR'S SCHEDULING

K-1 Employees will receive at least five (5) consecutive days off at Christmas or New Year's. The Hospital will provide time off from the completion of the night shift the day before the holiday that the Employee is granted (either Christmas Day or New Year's Day). Christmas will include Christmas Eve Day, Christmas Day, and Boxing Day and New Year's will include New Year's Eve Day and New Year's Day. Where an Employee requests not to be scheduled off five (5) consecutive days at Christmas or New Year's, such an Employee is to put her/his request in writing to the Clinical Manager.

- (a)
 - i) The Christmas period shall be from 0700 hours December 24th, to 0700 hours on December 27th.
 - ii) The New Year's period shall be from 0700 hours on December 31st to 0700 hours on January 2nd.
- (b) Nurses will yearly alternate Christmas and New Year's Day time off. The approved holiday schedule shall be posted no later than October 25th. New nurses hired, shall be scheduled as needed and yearly thereafter, shall alternate. Exchanges made between nurses will not be considered in the scheduling of Christmas and New Year's in the following year.

- (c) Where a nurse requests by September 30th and where the scheduling permits units to have some Nurses off both Christmas and New Year's, such scheduling shall be done on a rotational basis determined by seniority.
- (d) The approved Christmas and New Year's schedule shall be posted no later than October 25th in any year.
- (e) This provision shall not apply to Nurses normally scheduled to work Monday to Friday or to Nurses who normally are not required to work on paid holidays.
- (f) Scheduling provisions may be waived between December 15th and January 15th in order to provide Christmas and New Year's Day scheduling.
- (g) The Hospital will subject to availability schedule a short tour of seven and one-half (7.5) hours for those Nurses who have indicated their desire on the posted preference sheet to work a short tour between 0700h December 25th and 2300h on December 26th. This short tour will be granted based on seniority.
- (h) During the period of December 15th and January 15th, Employees will not be scheduled to work more than three (3) consecutive extended tours, or five (5) consecutive normal tours or thirty-seven and one-half (37.5) hours where a combination of consecutive tours are scheduled without their expressed consent with the exception of 2D 2N rotations.
- (i) The Hospital will post a blank Christmas and New Year's preference sheet no later than September 1st in each year. Employees are to indicate their preference for time off no later than September 30th. Where a conflict arises, Employees who have requested the same holiday off as the previous year will have their preference changed based on reverse order of seniority. The finalized Christmas/New Year schedule will be posted no later than October 25th of each year.

Notwithstanding I – 1 (b), nurses are to submit individual requests for time off during the six (6) week Christmas and New Year schedule fourteen (14) days in advance of posting.

- (j) The provisions of this Article do not apply to Employees working on units that are not required to work on either Christmas Day or New Year's Day.

ARTICLE L – JOB-SHARING

L-1 Job-sharing arrangements shall be voluntary for all participants.

- L-2 All job-sharers shall be treated as regular part-time Employees and be subject to the part-time scheduling provisions of the Collective Agreement except where referred to and/or amended herein.
- L-3 Where the job-sharing arrangements arise out of the filling of a vacant full-time position, both job-sharing positions shall be posted and selection based on the criteria set out in the Collective Agreement. An incumbent full-time Nurse wishing to share her/his position may do so without having her/his half of the position posted; however, the other half of the job-shared position shall be posted and the selection based on the criteria set out in the Collective Agreement. Where two full-time Nurses wish to share a full-time position, they will choose which of the two positions will be shared and the remaining position will be filled on a temporary basis for the duration of the trial six (6) month period of the job-sharing agreement.
- L-4 If one of the job-sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position shall revert to a full-time position.
- If the remaining Nurse in the shared position was the initiator of the job share they will have the option to return to their former full time status in that position and the full time job share shall not be posted. If the remaining nurse in the shared position was not the initiator of this job share position he/she will revert to regular part time status and the full time position will be posted and filled in accordance with the collective agreement.
- L-5 If after a six (6) month period the Hospital wishes to terminate a job-sharing arrangement, it may do so upon advance written notification sixty (60) days to the Employees. Upon written receipt of such notice, the Union and Employer shall endeavour to meet within thirty (30) days of the notice to discuss the discontinuation. If this occurs, the position will revert to a full-time position and both Nurses may apply and seniority will decide. The unsuccessful Nurse will have the option of remaining as regular part-time. If after a six (6) month period, the Nurses who take part in job-sharing wish to terminate the arrangement, they may do so upon advance written notification sixty (60) days to the Hospital. When this occurs, the Nurses will have the option of remaining as regular part-time. The full-time position will then be posted as per the Collective Agreement.
- L-6 No new job-sharing requests will be granted on any unit once any notice of layoff has been provided to the Union until the notice period has expired.
- L-7 Posted schedules for the job-sharers shall be based on the schedules that would apply to a full-time Nurse holding that position. Such schedule shall conform with the full-time scheduling provisions of the Collective Agreement.
- L-8 Total hours worked by the two (2) job-sharers shall be equal to one (1) full-time position. Job-sharers will have the option of determining between themselves which partner will work on a scheduled tour; however, all scheduled tours shall be covered. The division of the hours over the

schedule shall be determined by mutual agreement between the two (2) Nurses and the Clinical Manager of the Unit. Such schedules will not be unilaterally imposed or changed by the Employer. Each job-sharer may exchange shifts with her/his partner as well as with other Nurses in accordance with the Collective Agreement. Job share partners will be offered to cover their partners absence (full shifts only) prior to the shift being called out in accordance with the call in language, provided it does not result in premium pay.

L-9 Coverage

Job-sharers may be required to cover for their partner in case of absences in excess of three (3) scheduled working days for standard extended tours and in excess of four (4) scheduled working days for 2D 2N extended tours until a temporary replacement can be found. If, because of unavoidable circumstances, one cannot cover the other, the Manager will be notified and will be responsible to book coverage. Job-sharers are not required to cover for their partner in the case of prolonged or extended absences.

Prior to the schedule being posted, job share employees shall complete the calendar to indicate their usual job share hours and any additional full shifts to cover their partner's absence.

L-10 Prior to posting the schedule for vacation, the job-sharing partner will provide the replacement, and this position shall not form part of any unit vacation quota.

After the schedule is posted, if the job share partner is unable to cover their partners absence, the shift would be called out in accordance with the call in language.

L-11 Job-sharers will not be required to work in total more Paid Holidays than would one (1) full-time Nurse, unless mutually agreed otherwise. The job-sharers involved will determine between themselves and the Clinical Manager which partner will work on the scheduled Paid Holidays.

The parties agree to a Letter of Understanding regarding nurses who accept a posted job share position and nurses who agree to job share their full time position will work either Christmas Day or New Year's Day and alternate each year thereafter.

L-12 Scheduling over Christmas and New Year's shall be in accordance with the full-time scheduling provisions of the Collective Agreement.

L-13 Units which currently have more than one (1) job-sharing position will not have any job sharing arrangements discontinued arbitrarily or unreasonably. There will be one (1) job sharing position for up to ten (10) full time employees on each nursing unit. The employer will consider requests for another job share position for every ten (10) full time employees.

ARTICLE M – VACATIONS

M-1 (a) i) Employees shall receive vacation entitlement based on length of service as of September 1st of each year.

ii) The vacation year shall be from January 1st to December 31st of each year.

(b) Part Time Vacation

All regular part-time Nurses shall be entitled to unpaid vacation time off equivalent to the vacation entitlement of full-time Nurses based on equivalent years of service, calculated pursuant to the formula set out in Article 16.03 of the Central Agreement.

i) Prior to the posted schedule, if a Part time Nurse requests a week off and is approved and scheduled, this time will count as 37.5 vacation hours credited to the Nurse's vacation bank for a standard work week.

vi) After the schedule is posted, when a Part time Nurse requests a day off on a scheduled day(s), if granted, it will be considered a vacation day based on the number of hours scheduled on that date.

vii) For part-time Employees Vacation pay based on a percentage of gross salary for work performed will be paid each pay period.

M-2 Full-time and part-time Nurses must be prepared to submit vacation requests beginning October 1, and such requests shall be considered on the basis of seniority. Authorized vacations shall be posted by December 1.

Requests for vacations outside of the vacation process outlined in M-3 f) will be approved per Article I-1(c) iii on a first come, first served basis based on the date the request was submitted. Where vacation requests submitted are for the same period of time, and the request is submitted on the same date, seniority will be the deciding factor. Approval of vacation requests submitted in writing on the Individual Request Form will be provided to the Employee in writing within seven (7) calendar days of the submitted request.

The Hospital is committed to providing a healthy work environment for Nurses. In an effort to preserve a healthy balance between work life and

personal life, full time Nurses are to request fifty (50) percent of their vacation entitlement during the vacation process.

The Hospital shall give notice of the remaining vacation days by the first week of June, and vacation requests for such remaining days shall be submitted by October 1st.

Vacation will be limited to four (4) weeks during the prime time period (June, July, August). Additional weeks of vacation may be approved during prime time if operationally practicable.

For the Christmas scheduling period defined in Article K-1 h) (December 15-January 15) scheduling regulations governing Christmas time off will take precedence over vacation requests. Any vacation time requested during the Christmas period will be authorized only after Christmas and New Years' time off has been granted.

M-3

Vacation Scheduling

- (a) Vacation quotas shall not be unduly restrictive and shall only include members of the bargaining unit. Vacation quotas will be posted on each unit and be provided to the Bargaining Unit President by September 1st each year.
 - i) On seven and a half (7.5) tour units where vacation schedules are based on weeks of entitlement, a formula will be used to establish a consistent minimum vacation quota that will ensure that all of the nurses on the unit can utilize their vacation entitlement in the current vacation year. For seven and a half (7.5) hour units a week of vacation is defined as Monday to Friday plus the Nurses' due weekend off in the schedule. If staffing permits, the Hospital will schedule both weekends off. Where the nurse is required to work two (2) consecutive weekends in order to receive both weekends off, it will not invoke premium pay.
 - ii) On extended tour units or on units using combination of tours (seven and a half (7.5) hour, eleven and a quarter (11.25) hour and ten (10) hour) where vacation schedules are based on hours of entitlement, a formula will be used to establish a consistent minimum vacation quota that will ensure that all of the Nurses on the unit can utilize their vacation entitlement in the current vacation year. A week of vacation is as defined below in Article M-3(c).
- (b) It is understood and agreed that the Hospital shall consider the Nurses' preference as to the timing of their vacation, but of necessity the Hospital must reserve the right to the final decision as to the scheduling of vacation. Vacations may be taken at any time of the vacation year.

- (c) Vacation may commence on any day of the week and a week of vacation shall be defined as seven (7) consecutive calendar days. Where full time nurses currently follow a master rotation, the Nurse's weekend(s) off fall immediately preceding and/or following any period of the scheduled vacation, the master rotation schedule will not be altered in any way. Nurses will not be required to make up any scheduled weekend that fall or were scheduled, within any period of the scheduled vacation.
- (d) Either the weekend before or after the vacation shall be scheduled off.
- (e) Full-time Nurses may, on request, be granted up to 15 vacation days in single or multiple consecutive days. Requests for single days will be limited to 5 days during prime time. Such requests shall not be unreasonably denied.
- (f) Vacation Process

- (i) A twelve (12) month vacation calendar will be posted by October 1 to allow each nurse the ability to view their vacation entitlement and the unit's vacation quotas. The Employer will personally contact each nurse so that they can indicate their vacation requests for the calendar year in order of seniority. Each nurse will be permitted twenty-four (24) hours to complete their requests starting with the most senior nurse. Approved requests will not be changed once submitted. Vacation requests will be approved and granted on the basis of seniority.

In normal tour units only plus Dialysis, a request for vacation that results in seven consecutive calendar days being off will be considered prior to a request for single days. Where single vacation days are requested and not approved, the Employer will personally contact each nurse so that they can indicate their single day vacation requests for the calendar year in order of seniority. Each nurse will be permitted with fifteen (15) minutes to complete their requests starting with the most senior.

Nurses who do not complete their request during their allotted time frame will have their request considered after all other nurses have had the opportunity to submit their requests and approval has been posted.

- (ii) Authorized time off will be posted by December 1.
- (iii) Once an employee has indicated a preferred vacation period, they may not exercise seniority rights to change this stated period.

- (iv) If a nurse is on days off, off ill, or on a vacation or LOA longer than twenty-four (24) hours, the nurse shall leave their vacation request in order of preference with the Unit Manager before commencing time off.

M-4 Where the schedule of an Employee is changed after the Employee leaves on vacation, the Hospital will notify the Employee of the change of schedule.

- M-5
- a) After the schedule has been posted, approved vacation and lieu time can not be cancelled by the Nurse except under exceptional circumstances, as mutually agreed to by the Union and the Hospital.
 - b) Before the posted schedule, requests to reschedule or cancel vacation must be provided to the Manager in writing at least two (2) weeks prior to the posting of the schedule.
 - c) Switching approved vacation with another Nurse will not be permitted under any circumstances.

ARTICLE N – HOLIDAYS

N-1 The following are the paid holidays which will be observed for the purpose of this Agreement:

New Year's Day (to be observed on January 1st)
 Family Day (to be observed on the third Monday in February)
 Good Friday
 Easter Monday
 Victoria Day
 Canada Day (to be observed on July 1st)
 Civic Holiday
 Labour Day
 Thanksgiving Day
 Remembrance Day (to be observed on November 11th)
 Christmas Day (to be observed on December 25th)
 Boxing Day (to be observed on December 26th)

N-2 **Full-time Employees Only**

- (a) Earned lieu days for Nurses regularly scheduled normal daily tours of seven and one-half (7½) hours may be accumulated to provide a bank of a maximum of five (5) days and shall be taken thirty (30) days before or one hundred and twenty (120) days after the date on which the holiday was observed, such day off to be at a time mutually convenient to the Hospital and the Nurse. If a lieu day is not taken within the time limits, it shall be paid according to Article 15.06.
- (b) Earned lieu days for Nurses working extended tours may be accumulated to provide a bank to a maximum of five (5) days from which a Nurse may draw at any mutually agreeable time, in periods

of no less than seven and one-half (7½) hours, such days to be taken thirty (30) days before or one hundred and twenty (120) days after the date on which the holiday was observed. If taken in seven and one-half (7½) hour increments, the balance of a full extended tour may be taken as three and three-quarter (¾) hours leave without pay or three and three quarter (¾) hours of earned vacation entitlement. If a lieu day is not taken within the time limits, it shall be paid according to Article 15.06.

- (c) Where mutually agreed between the Nurse and the Hospital, a Nurse will be permitted to utilize earned lieu days in segments of four (4) hours. Such agreement will not be unreasonably denied. The four (4) hours will either be at the beginning or the end of the scheduled shift, and not on a statutory holiday or weekend shift, and will not result in any premium pay nor be in conjunction with any other leave.

ARTICLE O – MODIFIED WORK

- O-1 The Hospital will notify the Bargaining Unit President or Designate of the names of all Employees who go off work due to a work related injury, when an Employee goes on LTD, or when the Hospital sends an LTD application to the Nurse.

The Hospital will provide to the Union a monthly list of all Employees on modified work programs at the beginning of each month.

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 Labour Relations Officer, or designate of the Ontario Nurses' Association and the local representative to discuss the circumstances surrounding the Nurse's return to suitable work.

- O-2 Prior to any employee returning to work on a modified/light/alternate work program, the hospital will meet with the employee, who shall be accompanied by the Bargaining Unit President. The Bargaining Unit President will also provide the employer with the names of two alternates for each site. 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. Any documents respecting such program which the hospital requires to be signed by the union shall be submitted to the union for signing.

- O-3 a) The Hospital agrees to notify the Union via email with a copy of the WSIB Form 7 (Employer's Report of Accidental Injury or Industrial Disease) within at least seventy-two (72) hours after it has been sent to the Board. If the Union is of the opinion that the Form 7 contains errors or omissions, it may request a meeting with the Hospital to be held as soon as possible. If, as a result of such meeting, the Hospital and the Union agree that the Form 7 contains errors or omissions, the Hospital will notify the Board of such errors or omissions.

- b) Within a week of receipt of the information, the employer shall provide the JHSC with any and all information about surcharges and/or rebates from WSIB under their NEER program.

O-4

Return to Work Committee

The Hospital 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 and physically and psychologically safe for them and valuable to the Hospital and to meeting the parties' responsibilities under the law.

To that end, the Hospital and the Union agree to cooperate in facilitating the return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants is essential to the success of the process. For the purposes of expediting communication, the Hospital and the Union agree that participants will use electronic communication where available.

- (a) A joint Return to Work Committee (RWC), comprised of an equal number of Union and Hospital representatives, will be established. The RWC will be limited to four (4) committee members in total. One of the Union representatives will be recognized as co-chair. The Committee will meet at least (3) times each year with the ability to call meetings as necessary. The Union co-chair will receive pay at straight time where possible 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.

- (b) The committee will develop and recommend strategies for:
 - i) Safely integrating accommodated workers back into the workplace.
 - ii) Educating employees about the legal, personal, organizational aspects of returning disabled workers to work.
- (c) The Hospital will provide an updated list of information to the (RWC) before each meeting including the following;
 - i) Employees absent from work because of disability who are in receipt of WSIB benefits;
 - ii) Employees absent from work because of disability who are in receipt of LTD including the first day off;

- iii) Employees who have been absent from work because of disability for more than twenty-three (23) months;
- iv) Employees who are currently on a temporary modified work program;
- v) Employees who are currently on a permanently accommodated/permanently restricted in the workplace;
- vi) Employees who require temporary modified work and their restrictions; and
- vii) Employees who require permanent accommodation in the workplace.

ARTICLE P – VIOLENCE PREVENTION AND CONTROL

P-1 (a) Definition of Violence

The employer agrees that no form of verbal, physical, sexual, racial or other abuse which may cause physical or psychological injury or that gives a person reason to believe that they or another person is at risk of physical and or psychological injury will be condoned in the workplace.

The hospital believes it is the right of all employees to work in an environment that is free from all forms and sources of violence/harassment. The hospital will strive to eliminate the risks of violence/harassment.

Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will take every precaution reasonable to rectify the abusive situation.

- (b) The hospital will develop, implement and apply Violence and Harassment policies as outlined in the OHSA Section 32.0.1 to 32.0.7 inclusive.
- (c) The employer will notify the ONA worker representative of the JHSC and union in writing of all incidents affecting an ONA member related to violence in the workplace within (3) days. For critical injuries of an ONA member the employer will notify the ONA worker representative of the JHSC and the union immediately and in writing within 48 hours. Such notices will contain all of the information as prescribed in section 5 of the health care regulation.
- (d) All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee at the scheduled meetings. The employer, will immediately and thoroughly investigate all acts and reports of potential/actual violence and forthwith take every precaution reasonable in the circumstances to

prevent violence from occurring (JHSC is only by law allowed to investigate critical and fatal injuries and work refusals).

- (e) The hospital agrees to provide training and information, in consultation with the JHSC, on the prevention of violence and harassment Policies and programs to all employees who come into contact with potentially aggressive persons and are relevant to the employee's work. This training will be done during a new employee's orientation and updated as deemed required relevant to the employee's work.

(f) Support and Counselling

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

(g) Damage to Personal Property

The Hospital shall provide for reasonable repair or replacement cost for damage to an employee's personal belongings (clothing, watch, glasses, contact lenses and prosthesis; jewellery is excluded with the exception of plain wedding bands) directly attributed to an assault while performing their work. It is understood that reimbursement shall be subsequent to completion of a Hospital Unusual Occurrence Report and the employee's provision of a receipt.

The employee will endeavour to present her/his claim to the Employer within seven (7) days after the event, unless it was impossible for her/him to do so during this period.

- (h) i) The employer and the Union recognize the employer's obligation under section 25(2)(h) to take every precaution reasonable to protect workers and 32.0.5(3) of the OHS Act to provide information, including personal information to a worker related to a risk of workplace violence from a person with a history of violent behaviour.
- ii) The employer in consultation with the JHSC or health and safety representative shall develop an effective written measure and procedure to put in place a visible warning system for all staff who may be exposed to patients who have a history of violent behaviour. Such a system could include, but is not limited to flagging measures such as:
- A) Information about individual patient triggers;
 - B) Pre-admitting checklist;
 - C) Computerized record (also on discharge) of history of violence;
 - D) Readily visible signage on the outside of the chart;

- E) Visible notation on the face sheet of the chart;
- F) Signage for patient room doors;
- G) Signage at bedside if multiple occupancy room;
- H) Wrist bands; and
- I) A method to communicate pertinent information about a transferred patient and associated visitor to the workers of a receiving department, another site, or a community agency.

- iii) These measures and procedures will be re-evaluated annually in consultation with the JHSC/HSR.

ARTICLE Q – PREPAID LEAVE

- Q-1 (a) Subject to (b) below, the maximum number of eleven (11) Employees in total from the bargaining unit shall be absent at any one time under the Prepaid Leave Plan, as referred to under Article 11 of the Central Collective Agreement. Five (5) of such Employees may be part-time.
- (b) No more than two (2) Employees may be absent from any one (1) unit at any one time under the Prepaid Leave Plan as referred to in (a), above.

ARTICLE R – PAY CHEQUES

- R-1 Payment of wages will be made by depositing the net amount payable to the Employee to the credit of the Employee's designated account at any Kent County chartered bank that utilizes a computer banking transfer system. All Employees and all future Employees, as a condition of employment, shall sign an authorization to permit the payment of wages as referenced above.

An Employee who is underpaid a minimum of seventy-five (\$75.00) as a result of a payroll error, upon request, will have a separate cheque issued to her/him as soon as possible but no later than two (2) working days (payroll working days) following the request.

ARTICLE S – BENEFITS

- S-1 The Hospital agrees to continue its present practice relating to the Malpractice and Professional Liability Insurance.

- S-2 Retiree Benefits – Process for payment

Any bargaining unit Employee who retires and wishes to participate in the benefit plans as outlined in article 17.01(h) will provide advance payment of the benefits through a preauthorized withdrawal process.

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

The Employer will notify the Union of the benefit costs to retired Employees in January of each year, and each time the benefit costs are renegotiated by the Employer.

ARTICLE T – NOTICE TO UNSUCCESSFUL JOB APPLICANTS

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

The parties further agree that within the same time period a list of unsuccessful job applicants will be sent to the ONA Bargaining Unit President.

ARTICLE U – ELECTRONIC GRIEVANCE FORM

U-1 The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).

U-2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.

U-3 Electronic grievances may be sent, via email, to the applicable manager and copied to the Chief Human Resources Officer or their designate.

U-4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.

U-5 The Union undertakes to get a copy of the electronic version signed by the grievor.

U-6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

ARTICLE V – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM

V-1 The parties agree to use the jointly developed electronic version of the ONA/OHA Professional Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Hospital Central Agreement.

V-2 The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.

- V-3 Electronic PRWRF will be sent, via email, to the applicable manager and to the Union's PRC representative.
- V-4 The electronic signature of the Nurse submitting the PRWRF will be accepted as the original signature. Where multiple Nurses are part of the submission of the form the signing of the form by the submitting Nurse will be taken to mean all Nurses are aware of and agree to the submission of the form. A list of names will be included on the form.
- V-5 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should the issue proceed to an Independent Assessment Committee in accordance with Article 8.01.
- V-6 Any changes to the current process will be discussed with the Union.

LETTER OF UNDERSTANDING**RE: ARTICLE 13.04 – WEEKEND SCHEDULE**

The parties agree to establish a Weekend Schedule on a Unit. In accordance with Article 13.04 of the Collective Agreement, the following provisions will apply:

Introduction

1. The schedule be implemented on a trial basis for a six-month period.
2. Implementation is subject to a vote requiring the eighty (80) per cent of the Employees on the Unit to indicate, by secret ballot, their willingness to participate in a master schedule that accommodates the Unit Weekend Worker.
3. The vote will be conducted by secret ballot by the Union.
4. Should the Employees indicate their willingness to participate as outlined above, one weekend worker position will be created. A weekend worker full time position created from within the current full time positions (with ninety (90) days' notice to the Union) shall be filled with a full time employee from within the unit/department on the basis of seniority from those who indicated an interest to work a weekend worker schedule. Should the weekend worker schedule be an additional full time position the hospital shall post the full time vacancy as such.
5. At the end of the six-month period, a further vote shall be held to indicate whether or not to continue with the Weekend Worker Schedule.

Discontinuation

6. The Nurse in this position may discontinue the Weekend Schedule with ninety (90) days' notice.
7. Either the Hospital or the Union may discontinue the Weekend Schedule with ninety (90) days' notice. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary.
8. If the parties decide to discontinue the weekend worker arrangement, the incumbent will return to their previously held position.

Paid Holiday Bank

9. The Nurse in the Unit Weekend position will be allowed to carry over paid holiday credits. Lieu days shall be taken either thirty (30) days before or six (6) months after the holiday was observed.

Miscellaneous

10. No nurses who are currently working eight (8) hour shifts shall be required to work twelve (12) hour shifts without their consent.

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, based on acuity, and the patient population. Where it is determined that a nursing unit is in an overstaffed situation, 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) NRT Nurse assigned to the unit
- b) Ask scheduled nurses if they wish the opportunity to work on the unit to which assignment is required;
- c) Casual Part Time Nurses on a unit, starting with the most junior would be reassigned;
- d) The most junior regular part time nurse including Job Sharers would be reassigned;
- e) 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.

LETTER OF UNDERSTANDING**Re: Closures of the Operating Room, Post Anesthetic Care Unit and Day Surgery Departments**

WHEREAS: The Parties have discussed and reviewed the planned closure of the Operating Room, Post Anesthetic Care Unit and Day Surgery Departments;

WHEREAS: The Parties recognize and acknowledge the unique staffing challenges caused by this temporary closure and service disruption;

NOW, THEREFORE, the Parties agree without prejudice or precedent as follows:

1. The Parties understand and agree that full-time Nurses may be scheduled to work outside their Master Rotation during the periods identified above.
2. The Hospital agrees to create separate full-time scheduled lines based on the operational needs of the Department/Unit during the periods identified above. On-call shifts will be equally distributed amongst the scheduled lines. Affected full-time Nurses will be offered the opportunity, in seniority order, to choose the scheduled line that they are willing to accept together with any corresponding on-call shift that may become available.
3. The Parties understand and agree that should any full-time Nurse affected by this closure not choose a scheduled line or, in the alternative, not have the seniority necessary to be offered a scheduled line, that Nurse may request vacation, time owing, and/or a leave of absence.
4. The Parties further agree that any full-time Nurse, referred to in item 3 above, interested to accept additional call-in shifts, at regular rate of pay, during these periods must express their interest in writing to their Manager in advance of the schedule being posted. Full-time Nurses will be called for additional call-in shifts on the basis of seniority. For clarity these additional call-in shifts shall not be construed as a call-back in accordance with Article 14.06 (Central).

LETTER OF UNDERSTANDING

Re: Nurse Practitioner – Recently Related Experience Credit

WHEREAS: The Hospital and the Union have had discussions regarding the recruitment and retention difficulties of Nurse Practitioners at Chatham-Kent Health Alliance and;

WHEREAS: ONA and the Hospital have a common desire to enhance the ability to successfully recruit and retain Nurse Practitioners at Chatham-Kent Health Alliance;

NOW THEREFORE the parties agree on a without prejudice basis:

1. Notwithstanding Article 19.05, Registered Nurse (RN) experience will be recognized as related nursing experience for credit toward recently related experience for Nurse Practitioners currently in the employ of the Hospital and those hired or transferring to a Nurse Practitioner position after the signing of this agreement.
2. Claim for such experience shall be in accordance with Article 19.05 and such credit shall be retroactive to the Nurse practitioner's date of hire.
3. Either party can end the practice referenced in #1 with thirty (30) days' notice to the other party.

LETTER OF UNDERSTANDING

Re: Cancellation: OR, PACU or Day Surgery

WHEREAS: The Hospital and ONA are parties to a collective agreement with an expiry of March 31, 2023; AND

WHEREAS: The Hospital and the Union had discussions regarding the cancellation of shifts for Operating Room (OR), PACU and Day Surgery only;

NOW THEREFORE the parties agree to the following:

1. When there is a need to change an OR, PACU or Day Surgery nurses' shift from 7.5 hours to 4 hours that nurse can displace a nurse with lower seniority in the units identified above working the same 7.5 hour shift ie day (commencing between 0600 and 1000 hours), evening or night) provided they have the qualifications and skills to perform the work; or accept the 4 hours rather than the displacement option.

For further clarity:

If a nurse scheduled to work a 4 hour shift and there is a need to cancel that shift, that nurse cannot displace a 7.5 hour nurse with lower seniority;

Additionally, if a nurse is scheduled to work a 4 hour shift and that shift is cancelled and a 7.5 hour shift subsequently becomes available the 4 hour shift cancelled nurse does not have first rights for a call in for that 7.5 hour shift, it must be offered in accordance with the language outlined in the collective agreement for additional call in shifts to the next appropriate person on the call in list.

2. It is further agreed that where there is a need to cancel a shift it will be done in the following order:
 1. Lettered regular part time in reverse order of seniority,
 2. Casual part time,
 3. Regular part time in reverse order of seniority.

LETTER OF UNDERSTANDING

Re: Christmas Scheduling on the Dialysis Unit

WHEREAS when Christmas Day and New Years' Day do not fall on a Sunday, the Dialysis Unit closes both days, and opens on the following two Sundays to accommodate patients need for treatment;

AND WHEREAS the parties recognize and acknowledge the staffing challenges caused by the need to open on Sundays;

NOW, THEREFORE the parties agree the following:

1. When Christmas Day and New Years' Day do not occur on a Sunday, a preference list will be posted for the full-time and regular part-time only. The preference sheet will be posted on September 1st, and taken down on September 30th.
 - a. Although not required, full-time can indicate if they wish to work on the Sunday following Christmas Day or the Sunday following New Years' Day. If they indicate they are available to work, they will be scheduled, given another day off and paid in accordance with the collective agreement.
 - b. Regular part-time must indicate a preference for Sunday following Christmas Day or the Sunday following New Years' Day. It is understood this is only a preference. If not enough full-time, part-time or casual staff are available to work on either day, a part-time may be scheduled both.
2. Casual employees with a home unit of Dialysis will be contacted to see if they available to the Sunday following Christmas Day or the Sunday following New Years' Day. If not enough full-time have indicated availability to work, or not enough part-time time have indicated a preference to work, casuals who indicated an availability to work will be scheduled.
3. Requests submitted under Article I-1 (c) (iii) will only be considered if the required complement for each day is scheduled.
4. A general email will be sent to the Dialysis staff, including those who letter to the unit, explaining the process has been agreed to, in an attempt to make the Christmas schedule more equitable for all staff.
5. This Letter of Understanding does not apply when both Christmas Day and New Year's Day fall on a Sunday.

LETTER OF UNDERSTANDING

RE: Master Rotation for Part-Time

The Union and Employer agree to a master rotation for two (2) part-time in ICU. Prior to introducing any new RPT master rotations in the hospital, the Union and hospital will agree.

Notwithstanding Article 13 or Article 14 of the ONA Central Collective Agreement, expiring March 31, 2018 the parties therefore agree to the following:

1. There will be two (2) temporary part time workers, who shall be scheduled to work four (4) extended tours of 11.25 hour shifts which fall within the biweekly period;

2. Regular part time nurses in ICU will be offered the opportunity to work Master Rotation on the basis of seniority. Selection of which line the four nurses will select will also be done on the basis of seniority. Nurses working in a job share arrangement shall be excluded from the Master Rotation trial;
3. The tours shall be normally scheduled as 0700-1900 or 1900-0700;
4. There shall be no split shifts;
5. Notwithstanding Article I-4, once the PT nurses who are working a master rotation have been scheduled the four (4) 11.25 hours all remaining tours will be scheduled to the remaining part time on an equitable basis per Article I-4, any remaining tours may be scheduled to the PT nurses working in a master rotation on an equitable basis, unless the nurse has indicated in writing they only want to be scheduled their minimum commitment of four (4) tours;
6. No PT Nurse working a Master Rotation shall be schedule to work more than three (3) consecutive extended tours. Premium will be paid for all hours worked on a fourth (4th) consecutive and all subsequent consecutive extended tours until a day off is received except where such tour has been worked by the Nurse to satisfy specific days off requested by the Nurse, or such tour is worked as a result of an exchange of tours with another Nurse;
7. PT working a master rotation will be scheduled one (1) weekend off in two (2). If the Nurse works on a third and subsequent weekend, they will receive premium payment as defined in the Central Agreement for all hours worked on that weekend;
8. There shall be at least forty-eight (48) hours off when changing from the night shift to the day shift. There will be a minimum of eleven point twenty-five (11.25) hours off between scheduled shifts;
9. Any party may discontinue the PT-Master Rotation worker agreement with ninety (90) days written notice. In the event the nurse in the position, resigns, transfers, is laid off or terminated, the arrangement will be discontinued immediately unless the parties mutually agree otherwise.

LETTER OF UNDERSTANDING

RE: Nursing Resource Team: Critical Care (ER/ICU-PCU/Pediatrics) and Medical Medicine (both sites)/CCC/ Rehab-Stroke/In-patient Surgery)

WHEREAS the parties have discussed and reviewed the creation of two (2) Nursing Resource Teams (NRT);

AND WHEREAS the parties recognize and acknowledge the staffing challenges caused by incidental absences and the need to upstaff (i.e. census, acuity);

NOW, THEREFORE, the parties hereby agree as follows:

1. The CA shall apply in all aspects of the Nursing Resource Teams.
2. The hospital will post all positions in the Nursing Resource Teams in accordance with 10.07(a) of the CA. The Hospital and Union agree to two(2) Nursing Resource Teams consisting of:
 - 1) Critical Care(ER/ICU-PCU/Pediatrics)
 - 2) Medical (Medicine (both sites)/CCC/Rehab-Stroke/In-Patient Surgery).

The employer will post positions on each team. No increase in the number of Registered Nurse positions in the NRT will be done without consultation and discussion with the Union prior to the posting of additional Registered Nurse positions. The Hospital agrees not to eliminate any positions on the Units(ER/ICU-PCU/Pediatrics, Medicine (both sites), CCC, Rehab-Stroke, In-patient Surgery) where the NRT Nurses are utilized, for the purpose of assigning/scheduling NRT. For purposes of the Collective agreement administration, the Nurse Resource Team will be deemed as two (2) units – Medical NRT and Critical Care NRT.

3. Nursing Resource Team Nurses are "above" the Units/baseline staffing complement. Prior to posting of the schedule, any available shifts/additional hours will be distributed in accordance with I-4(b). In accordance with Article I, unit staff will be utilized first at the time of the posted schedule. Utilization of the Nurse Resource Team will not have a negative impact on the scheduling of RPT Nurses and Casual Nurses on the unit. All provisions of Article I will continue for scheduled and additional tours. Nursing Resource Teams will only be utilized for incidental absences and the need to upstaff (ie. Census, acuity) after the call in process I-4(e).
4. It is understood the Nursing Resource Team shall be used to fill shifts that become available after the scheduled is posted (incidental absences or the need to upstaff), once a unit has offered the available shift(s) in accordance with Article I of the Collective Agreement, up to the point of incurring premium for the shift.
5. Temporary full-time vacancies due to sick leave absences, vacation, leaves of absences and pregnancy/parental leaves will be filled according to Article 10.07(d) prior to utilizing NRT. The NRT Nurse may apply for a temporary position to cover a leave, after which the Nurse would be removed from the NRT until the temporary position is complete.

6. For the purpose of re-assignment, it is understood that where a NRT Nurse is assigned to a unit and a Nurse must be re-assigned from that unit to another unit, the NRT Nurse will be the Nurse re-assigned.
7. The parties agree to meet to review the following:
 - * Scheduling issues unique to the Nurse Resource Team
 - * How assignments will be assigned
 - * Orientation/Training
8. Each NRT Team Nurse will receive appropriate orientation specific to the applicable unit(s) prior to starting the position.
9. A meeting may be called, by either party, as circumstances warrant, to re-negotiate any necessary changes to the terms and conditions above.
10. This letter is attached to and forms part of the Collective agreement.

LETTER OF UNDERSTANDING

RE: e-Dues

The parties agree to the Electronic Submission of Dues Information between the Chatham-Kent Health Alliance finance department and the Ontario Nurses Association. Only that information that is currently being provided as required under the Collective Agreement will be shared via the template provided by ONA.

ONA and/or CKHA reserve the right to terminate this agreement with ninety (90) days written notice to either party. The parties agree to meet prior to termination of this agreement to discuss any concerns and work on resolution. If the parties are unable to resolve, the submitting of dues will revert back to the employer submitting hard copies as per Article 5.

LETTER OF UNDERSTANDING

RE: Nurses with Identical Seniority Date

The parties hereby agree as follows:

When Nurses in the Bargaining Unit have identical seniority dates on the seniority list, for the purposes of layoffs, recall, vacation choices or job postings, the Nurses' assigned employee number will be utilized and the Nurses will be placed in descending order from the lowest employee number.

LETTER OF UNDERSTANDING

RE: Operating Room - Trillium Gift of Life Network Cases

WHEREAS, The Hospital participates in the Trillium Gift of Life Network (TGLN);

AND WHEREAS, the parties have discussed the process of providing coverage when TGLN cases arise;

NOW, THEREFORE the parties agree as follows:

1. Where a Registered Nurse is scheduled Call1 (C1) and Call2 (C2) 1400- 2200 and a TGLN case is scheduled, those Registered Nurses on C1 and C2 will have the discretion to schedule themselves for the case with the understanding the nurse scheduled is required to find replacement for their scheduled tour (if required) and call-in (in accordance with the Collective Agreement) should either one choose to do the case.
2. The Hospital will endeavour to schedule TGLN cases for no earlier than 2200.

LETTER OF UNDERSTANDING

RE: Autodialer

Should the parties agree to implementation of an Autodialer system that supports text messages or other means of notification, such alternate form of notification will not be a violation of Article 1-4 e) wherein it references a 'call' or 'phone call'.

Until such time as the parties agree to the implementation of an Auto dialer system, where the Scheduling Resource Office is aware the Nurse is working, a call will be made to the unit instead of the identified phone number (Article 1-4 (e) iv) C).

LETTER OF UNDERSTANDING

RE: Assertive Community Treatment (ACT) Program Only

WHEREAS, the Assertive Community Treatment (ACT) program transferred from Hotel Dieu Grace Healthcare to CKHA.

AND WHEREAS, the parties have discussed honouring the current mileage rate in place prior to transfer;

NOW, THEREFORE the parties agree as follows:

1. The mileage amount for the ACT Program is fifty-nine (59) cents per kilometer for the first 5,000 kilometers in a calendar year and thereafter fifty-three (53) cents per kilometer for the remaining amounts of mileage submitted for the calendar year. Based on the current Revenue Canada guidelines these amounts are not subject to taxation deduction by the employer.

2. The fifty-nine (59) cents per kilometre is red circled, until such time that CKHA mileage policy surpasses fifty-nine (59) cents.
3. The Employer agrees to pay the difference between the personal and business insurance premium of employees upon presentation of evidence that the employee is so covered up to a maximum of \$200 annually. Any employee who is on a leave of four (4) months or more during the year the expense is incurred, will have this expense prorated based on the months they were actively at work.

Where the Hospital questions the necessity for this coverage, the onus is on the Nurse to contact their insurance company to provide satisfactory documentation to the Hospital.

4. The Employer will pay the cost of each nurse having her/his personal vehicle cleaned/detailed twice per year, to a maximum of \$120.00 annually. Additional requests to be approved by the manager and will not be unreasonably denied. The Employer will notify the nurses of the service provider they have secured to provide this service, such service to be billed directly to the Employer.

LETTER OF UNDERSTANDING

RE: Christmas/New Year's Scheduling

WHEREAS, Article I-1 (b) requires posted schedules cover a four (4) week period;

AND WHEREAS, depending on the calendar year, posting a four week schedule that includes Christmas and New Year's as defined in Article K-1 cannot be achieved;

AND WHEREAS, the parties discussed the matter in 2022 and agreed that for Christmas (2023)/ New Year's (2024) a four (4) week, plus two day schedule would be posted for departments covered by Article K-1;

AND WHEREAS, at bargaining in 2023, the parties discussed the scheduling of the Christmas/New Year's period in Article K-1 and their shared desire to provide Nurses with clarity regarding scheduling for future years;

NOW, THEREFORE, the parties agree to the following:

1. Pursuant to Article K-1, the parties agree the following dates will be applicable for the Scheduling of the Christmas/New Year's period during the life of the collective agreement:

2024/2025

December 1, 2024 to January 11, 2025 (6 weeks) –posted October 25, 2024

January 12, 2025 to January 25, 2025 (2 weeks) – posted November 29, 2024

2025/2026

November 30, 2025 to January 10, 2026 (6 weeks) – Posted October 25, 2025

January 11, 2026 to January 24, 2026 (2 weeks) - November 28, 2025

DATED at Windsor, Ontario this 9th day January, 2024.

FOR THE HOSPITAL:

Justin Turkington

Neil Fulkerson

Ann-Marie Corrigan

Mark Carr

Lorianne Granger

FOR THE UNION:



Labour Relations Officer

Kim Marlatt

Caitlin Skipper

Karrie Van Cailli

Jess Johnston

Courtney Jacques

Colleen Babcock

Jarrold Johnston