

**APPENDICES TO THE  
COLLECTIVE AGREEMENT**

Between:

**CHILDREN'S HOSPITAL OF EASTERN ONTARIO**  
(Hereinafter referred to as "the Hospital")

And:

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

**Expiry Date: March 31, 2025**

**CHILD25**

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**APPENDIX 3 – SALARY SCHEDULE****Registered Nurse**

<b>Effective Date</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>
<b>Start</b>	<b>\$37.93</b>	<b>\$39.07</b>
<b>1 year</b>	<b>\$38.88</b>	<b>\$40.05</b>
<b>2 years</b>	<b>\$39.86</b>	<b>\$41.06</b>
<b>3 years</b>	<b>\$41.65</b>	<b>\$42.90</b>
<b>4 years</b>	<b>\$43.52</b>	<b>\$44.83</b>
<b>5 years</b>	<b>\$45.70</b>	<b>\$47.07</b>
<b>6 years</b>	<b>\$47.98</b>	<b>\$49.42</b>
<b>7 years</b>	<b>\$50.38</b>	<b>\$51.89</b>
<b>8 years</b>	<b>\$54.37</b>	<b>\$56.00</b>

**Care Facilitator / Nurse Educator / Critical Care Transport Team**

<b>Effective Date</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>
<b>Start</b>	<b>\$41.93</b>	<b>\$43.19</b>
<b>1 year</b>	<b>\$42.88</b>	<b>\$44.17</b>
<b>2 years</b>	<b>\$43.86</b>	<b>\$45.18</b>
<b>3 years</b>	<b>\$45.65</b>	<b>\$47.02</b>
<b>4 years</b>	<b>\$47.52</b>	<b>\$48.95</b>
<b>5 years</b>	<b>\$49.70</b>	<b>\$51.19</b>
<b>6 years</b>	<b>\$51.98</b>	<b>\$53.54</b>
<b>7 years</b>	<b>\$54.38</b>	<b>\$56.01</b>
<b>8 years</b>	<b>\$58.37</b>	<b>\$60.12</b>

**Perinatal Education Co-ordinator / Neonatal Advanced Nurse / Advance Practice Nurse**

<b>Effective Date</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>
<b>Start</b>	<b>\$41.84</b>	<b>\$43.10</b>
<b>1 year</b>	<b>\$42.86</b>	<b>\$44.15</b>
<b>2 years</b>	<b>\$44.01</b>	<b>\$45.33</b>
<b>3 years</b>	<b>\$46.19</b>	<b>\$47.58</b>
<b>4 years</b>	<b>\$48.36</b>	<b>\$49.82</b>
<b>5 years</b>	<b>\$50.86</b>	<b>\$52.38</b>
<b>6 years</b>	<b>\$53.43</b>	<b>\$55.03</b>
<b>7 years</b>	<b>\$56.07</b>	<b>\$57.75</b>
<b>8 years</b>	<b>\$60.58</b>	<b>\$62.40</b>

**Nurse Practitioner / RN Extended Class**

<b>Effective Date</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>
<b>Start</b>	<b>\$57.08</b>	<b>\$58.80</b>
<b>1 year</b>	<b>\$60.18</b>	<b>\$61.99</b>
<b>2 years</b>	<b>\$62.78</b>	<b>\$64.67</b>
<b>3 years</b>	<b>\$64.65</b>	<b>\$66.59</b>
<b>4 years</b>	<b>\$67.72</b>	<b>\$69.76</b>

**Clinical Resource Registered Nurse**

<b>Effective Date</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>
<b>Start</b>	<b>\$40.20</b>	<b>\$41.41</b>
<b>1 year</b>	<b>\$41.19</b>	<b>\$42.43</b>
<b>2 years</b>	<b>\$42.19</b>	<b>\$43.46</b>
<b>3 years</b>	<b>\$43.98</b>	<b>\$45.30</b>
<b>4 years</b>	<b>\$45.83</b>	<b>\$47.21</b>
<b>5 years</b>	<b>\$47.99</b>	<b>\$49.43</b>
<b>6 years</b>	<b>\$50.27</b>	<b>\$51.78</b>
<b>7 years</b>	<b>\$52.68</b>	<b>\$54.26</b>
<b>8 years</b>	<b>\$56.65</b>	<b>\$58.35</b>

## APPENDIX 4 – SUPERIOR CONDITIONS

(Applies to Full-time Registered Nurses only)

### Education Allowance

Registered Nurse shall receive recognition for educational preparation:

*	(a) Six months Post Graduate Nursing Course or Nursing Unit Administration Course	\$ 15.00
**	(b) One year University Course	\$ 40.00
	(c) B. Sc.N. Degree	\$ 80.00
	(d) Master's Degree – Nursing	\$120.00

\* The special preparation payment will be made only to those employed in a capacity utilizing this course.

\*\* A one year university course shall be recognized only if it is a full time year completed toward the B.Sc.N. Degree, or if it is a Nursing course in which a certificate or diploma is granted.

The Hospital will pay the above mentioned monthly increments providing:

- i) Proof of standing must be submitted by the Registered Nurse to the Human Resources Department and a copy placed on their HR file.
- ii) There shall be no pyramiding of benefits
- iii) Payment of the increment shall commence at the start of the first pay period following filing with the Hospital of the required proof of standing, except that a newly hired Registered Nurse who is qualified for an educational increment on her date of hiring shall be paid from that date.
- iv) The allowance shall be separate from the registered nurse regular hourly rate, shall be calculated on an hourly basis, and shall be paid each pay period.

Example:  $\$80 \times 12 =$  annual allowance divided by  $1950 =$  hourly education bonus rate in dollars.

## APPENDIX 4 - SUPERIOR CONDITIONS

(Applies to Part-time Registered Nurses only in accordance with the note to Article 15.08 of the Central Agreement)

### Paid Holidays

- (a) i) If a part-time Registered Nurse was employed and worked for twelve (12) of twenty-eight (28) days immediately preceding the statutory holiday, but does not work the statutory holiday, she will receive regular pay for that statutory holiday provided she completes her full scheduled tour on each of the working days immediately preceding and following the statutory holiday. When regular scheduled hours vary, payment will be based on the average number of hours worked in the preceding twenty-eight (28) day period, not to exceed seven and one-half (7.5) hours paid at regular rates of pay.
- ii) Part-time Registered Nurses scheduled to work extended hours (11.25) shall be paid for the statutory holiday not worked if a total of ninety (90) hours or more have been worked in the preceding twenty-eight (28) days. Registered nurses will be paid their regular rate for seven and one-half (7.5) hours under the same terms and conditions for payment as stated in (a)(i) above.
- (b) i) A regular part-time Registered Nurse who has successfully completed her probationary period is entitled to the paid float holiday if scheduled and has met the conditions set forth in (a) (i) and/or (a)(ii) above.

### Education Allowance

Registered Nurses shall receive recognition for Education preparation:

*	(a) Six months Post Graduate Nursing Course or Nursing Unit Admin. Course	\$15.00
**	(b) One Year University Course	40.00
	(c) B.Sc. N. Degree	80.00
	(d) Master's Degree - Nursing	120.00

- \* The special preparation payment will be made only to those employed in a capacity utilizing this course.

\*\* A one year university course shall be recognized only if it is a full time year completed toward the B.Sc.N. Degree, or if it is a Nursing course in which a certificate or diploma is granted.

The Hospital will pay the above mentioned monthly increments providing:

- i) Proof of standing must be submitted by the Registered Nurse to the Human Resources Department and a copy placed on their HR file.
- ii) There shall be no pyramiding of benefits.
- iii) Payment of the increment shall commence at the start of the first pay period following filing with the Hospital of the required proof of standing, except that a newly hired Registered Nurse who is qualified for an educational increment on her date of hiring shall be paid from that date.
- iv) The allowance shall be separate from the registered nurses regular hourly rate, shall be calculated on an hourly basis, and shall be paid each pay period.

Example:  $\$80 \times 12 =$  annual allowance divided by 1950 = hourly education bonus rate in dollars.



## APPENDIX 4 - SUPERIOR CONDITIONS

(Applies to nurses who were transferred via sale of business from HCCSS to CHEO in September 2021).

### Care/Special Leave

- a) Commencing the beginning of the payroll year, Full time Employees will be granted on an as required basis up to a maximum of thirty (30) hours of care/special leave with pay in each payroll year for medical reasons such as medical appointments, or caring for a child, spouse or parent and matters of an urgent nature. To clarify this Article, and other clauses in the Collective Agreement that provide for paid or unpaid leaves for the same purposes as may be set out in the ESA (the Act) provisions, this will be deemed to offset the requirements for the Employer to provide Emergency Leave under the Act.
- b) Care/Special leave is a provision which is designed to enable Employees to be absent from their employment.
  - i) Unused care/special leave shall not be banked from year to year;
  - ii) Care/special leave shall be taken in increments of one-half (1/2) hour up to a maximum of twelve (12) hours per leave request.
- c) To qualify for care/special leave, Employees must have:
  - i) Completed the probationary period as specified in this Agreement;
  - ii) Notified their Manager at least forty-eight (48) hours in advance of the date and required time off, whenever possible, for the purpose of addressing any operational concerns raised by the leave request. In the event of an emergency situation, this advanced notice will be waived.
- d) Part-time Employees will be granted up to a maximum of fifteen (15) hours of care/special leave in accordance with this article.

## APPENDIX 4 – SUPERIOR CONDITIONS

(Applies to nurses who were transferred via sale of business from HCCSS to CHEO in September 2021).

### TRANSPORTATION AND MILEAGE

- a) Where the Employer determines that an Employee must have available an automobile for business purposes, such Employee(s) will be reimbursed for use of such vehicles when on authorized business as follows:
  - i) Non-taxable reimbursement based on the Canada Revenue Agency rate as defined on an annual basis,  
  
or
  - ii) A monthly payment of \$70.00 per month (taxable).
  
- b) The business portion of automobile insurance premiums arising from the use of an automobile on the Employer's business shall be paid by the Employer upon presentation of a receipt from the insurance carrier, to an annual maximum of \$150.00 dollars. The Employer reserves the right to seek clarification on claims which appear excessive.

The additional business premium would include additional premiums arising from the fact an Employee is required within the scope of employment to provide transport to others (e.g. other Employees, medical students, nursing students.)

- c) Parking expenses incurred in the course of work-related vehicle usage shall be fully reimbursed. This includes parking at all CLHIN designated work-sites including hospitals. To reduce costs, carpooling is encouraged.
- d) The provisions of this article will apply to part-time and casual Employees on a pro-rata basis.
- e) Distance Calculation

For the purpose of kilometers calculation, an Employee shall be assigned a normal place of work based on an office maintained by the Employer. The normal place of work for current Employees shall be considered the office where they currently are based.

The calculation of business kilometers shall be as follows:

- i) At the beginning of the work day, if the first designated stop is farther than the usual distance from the Employee's home to their normal place of work/appointment, then those kilometers in excess of the amount between

the Employee's home and normal place of work shall be paid at the kilometer rate in effect at the time, or

- ii) If the distance to the first designated stop is less than the distance between the Employee's home and the normal place of work/appointment, then business kilometers would commence after the first designated stop.
- iii) At the end of the workday, should the distance home from the last designated stop be greater than the distance from home to the normal place of work/appointment, then the Employee shall receive kilometers allowance at the appropriate rate for the difference.
- iv) If the distance to the last designated stop is less than the distance between the Employee's home and the normal place of work/appointments, then business kilometers would stop at the last designated stop.

## **APPENDIX 5 – LOCAL PROVISIONS**

### **ARTICLE A – RECOGNITION**

- A.1 The Hospital recognizes the Union as the exclusive bargaining agent for all registered and graduate nurses engaged in a nursing capacity by CHEO save and except, Occupational Health and Safety Nurse, the Director Infection Control, the Director of Education Services, the Continuing Care Co-ordinator, Operations Director, and persons above the rank of Operations Director.

### **ARTICLE B – MANAGEMENT’S RIGHTS**

- B.1 Except as specifically limited or modified by this Agreement, all the rights, powers and authority of Management are retained by the Management and remain exclusively and without limitation with the rights of Management.
- B.2 Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function and right of the Employer to:
- (a) Maintain order, discipline and efficiency;
  - (b) Select, hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline Registered Nurses, provided that a claim by a Registered Nurse that she has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as provided herein;
  - (c) Direct the working forces, plan, direct and control the operation of the Hospital; introduce new and improved methods, facilities and equipment; determine the amount and type of supervision necessary, combining or splitting up of departments, work schedules, establishment of standards and quality of care, determine the extent to which the Hospital will be operated and the increase or decrease in employment by type in whole or in part;
  - (d) The right to generally operate the Hospital in a manner consistent with the obligations of the Hospital, to the general public, in the community served, to operate efficiently and with the highest standards of service.

- (e) Make and enforce and alter from time to time reasonable rules, policies and regulations to be observed by the Registered Nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. The Employer will advise the Union of any changes in rules, policies and regulations in advance.

B.3 The Hospital agrees that in exercising its rights, it will do so in a manner not inconsistent with the provisions of this Agreement.

## **ARTICLE C – REPRESENTATION AND COMMITTEES**

### **C.1 Registered Nurse Representatives**

It is understood and agreed that representatives and committee members set forth in Article 6 include representatives and committee members from the bargaining unit.

There shall be at least one (1) representative from each of the following units:

- a. Mental Health (Inpatient, Eating Disorders Program),
- b. Perioperative Services (Post Anesthesia Care Unit, Operating Room, Day Care Surgery),
- c. Inpatient Medicine,
- d. Inpatient Surgery,
- e. Hematology/Oncology, Medical Day Unit (MDU),
- f. Emergency,
- g. Pediatric Intensive Care Unit,
- h. Neonatal Intensive Care Unit and Critical Care Transport Team,
- i. Ambulatory Care,
- j. Float Team,
- k. Medical Imaging,
- l. Champlain Maternal Newborn Regional Program,
- m. Nursing Practice and Education, Nurse Practitioner,
- n. Child Development and Rehabilitation.

If a registered nurse representative is transferred from one area to another within the bargaining unit, she shall continue to be recognized by the Hospital as the representative of the area from which she was transferred for one (1) further month for the purpose of processing any grievance which she was handling at the time of her transfer.

### **C.2 Grievance Committee**

There shall be up to four (4) Registered Nurses on the Grievance Committee, plus a chairperson.

C.3 Hospital-Association Committee

There shall be a Hospital-Association Committee comprised of four (4) Registered Nurses from the Union including the Bargaining Unit President or designate; and four (4) from the Hospital including the Chief Nursing Officer or designate.

C.4 Negotiating Committee

The Committee shall be comprised of not more than two (2) Full-time Registered Nurses and two (2) Part-time Registered Nurses and the Bargaining Unit President.

C.5 Joint Occupational Health and Safety Committee

- (a) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to recognize as members of its Joint Occupational Health and Safety Committee, three (3) Registered Nurses elected or appointed by the Union from amongst bargaining unit registered nurses.
- (b) The Joint Occupational Health and Safety Committee shall elect a chairperson once every year from amongst the Committee members, and secretarial services shall be provided by the Hospital Recording Secretary. If in the event one of the ONA representatives is elected as the Workers' Co-Chair, then ONA will have the right to select an individual to replace that individual in his/her capacity as a voting representative.
- (c) Committee members are to provide notice of meetings to their Manager and staffing officer prior to each schedule production, to enable relief to be scheduled. Time off shall be administered on the following basis:
  - i) The Hospital will make every reasonable effort to schedule relief in advance for Committee members to attend committee meetings.
  - ii) Committee members who attend JHSC on a day off will be paid for their attendance in accordance with the Collective Agreement.

C.6 Presentation

A 30 minute presentation shall be scheduled in advance during the newly hired Registered Nurse's Hospital Orientation Program.

C.7 Professional Development Committee

There shall be a professional development committee established in accordance with Article 9.02 of the Collective Agreement, composed of at least two (2) members of the Union, one of whom shall be the Bargaining Unit President or designate and at least two (2) members of the Hospital one of whom shall be the Chief Nursing Officer or designate and one Human Resources representative.

C.8 Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position up to a maximum of thirty (30) normal or extended tours per fiscal year.

C.9 Union Executive Leave

- (a) The Bargaining Unit President will be granted forty five hours (45) hours per four (4) week period by the Hospital to assist in the provision of labour relations between the parties at the Hospital. She or he will be paid at his or her regular straight time hourly rate for the tours. Should the Bargaining Unit President be required to attend meetings on her or his scheduled day off, that meeting time will be paid at the appropriate rate.
- (b) The parties agree that when a new Bargaining Unit President is elected, or the Bargaining Unit President's hours of work change due to a temporary or permanent change of position within the hospital, the parties will meet to discuss the scheduling of meetings with the hospital.
- (c) The designated ONA Safe Return to Work / Work Accommodation Representative will be paid for one (1) scheduled eleven point two five (11.25) hours per month by the Hospital. The purpose of the paid time is to assist with the scheduling of meetings with the Hospital. She or he will be paid at her or his regular straight time hourly rate for the tours.
- (d) Should the Bargaining Unit President or designated ONA Safe Return to Work / Work Accommodation Representative be required to attend meetings on his or her scheduled day off that meeting time will be paid at the appropriate rate.

**ARTICLE D – SCHEDULING PROVISIONS**

D.1 (a) Normal Daily Tours

07:30 to 15:30 - Day Tour  
15:30 to 23:30 - Evening Tour  
23:30 to 07:30 - Night Tour

The scheduling of meal periods and coffee breaks shall be determined by the supervisor.

(b) Normal Daily Tours for Extended 11.25 Hours

07:30 to 19:30 - Day Tour  
19:30 to 07:30 - Night Tour

The scheduling of meal periods and coffee breaks shall be determined by the supervisor.

- (c) Prior to altering the starting or finishing times in any Unit, or prior to introducing different tours on a Unit other than as designated above, the Bargaining Unit President shall be notified. The nurses on the Unit will be consulted for input and comments prior to implementation.

D.2 Normal Daily Tours - Scheduling Objectives

The scheduling objectives and formulation of working schedules set forth below are designed to permit flexibility and encourage individual responsibility on the part of the Registered Nurse and the Hospital. The Employer agrees to endeavour to implement and maintain the following regulations in the formation of working schedules for the normal daily tour of duty:

- (a) Rotations will be prepared for six (6) week periods.  
(b) Rotational schedules will be posted at least four (4) weeks prior to the beginning of a rotation.

The Hospital shall post July and August rotations by June 1, to a maximum of twelve (12) weeks (i.e. 2 rotations). The Hospital shall post the Christmas rotation by November 1<sup>st</sup>.

- (c) Request for specific days off by Registered Nurses must be submitted in writing to the Director / Manager, or her designate, three (3) weeks prior to the posting of the rotation schedule. Requests will not be unreasonably denied.



- (d) When Registered Nurses are willing to exchange days off or tours of duty, requests for change in posted rotation schedule and the name of the Registered Nurse who has accepted to exchange days off or tours of duty must be approved by the Director / Manager or designate and documented in their area of work. The Hospital will endeavour to accommodate such requests. Nurses normally will receive approval or denial of their request to exchange tours of duty or days off via email within seventy-two (72) hours of the receipt of the request.
- (e) It is agreed that an employee's indication of availability for additional shifts under this provision does not waive the employee's right to premium payment that may be applicable unless a written request for weekend work has been provided to the employer.
- (f) The Hospital will give at least two weekends off in four. A weekend shall be defined as at least fifty-six (56) consecutive hours from completion of the Friday day or evening tour. However, the Hospital will endeavour to continue its present practice of giving one weekend off in two.

A Registered Nurse shall receive premium pay as provided for in Article 14.03 for all hours worked on a third (3<sup>rd</sup>) and subsequent consecutive weekend except where:

- i) such weekend has been worked by the Registered Nurse to satisfy specific days off requested by the Registered Nurse;  
or
  - ii) the registered nurse has requested weekend work: or
  - iii) such weekend is worked as a result of an exchange of tours with another Registered Nurse.
- (g) There will be no split tours scheduled unless by mutual consent.
  - (h) At least sixteen (16) hours time off when tours of duty are changed and at least forty-eight (48) hours time off following a period of night duty when tours of duty are changed. Where such a minimum is not granted, premium payment will apply to those hours falling within either the sixteen (16) or forty-eight (48) hour period as the case may be except where:
    - i) such tour has been worked by the registered nurse to satisfy specific days off requested by this registered nurse;
    - ii) such tour is worked as a result of an exchange of tours with another registered nurse;

- iii) the Registered Nurse volunteers in writing to work such tour.

It is understood that this provision applies to tours with flexible start times in areas covered by Article F.4 (b).

- (i) (A) No Full-time or Part-time nurse will be scheduled to work more than six (6) consecutive tours except at the written request of the Registered Nurse concerned, and with the written agreement of the Director / Manager that has been copied to the Union by the nurse requesting the consecutive tours. In the absence of such agreement, premium pay will apply for the seventh (7<sup>th</sup>) and consecutive tours until the Registered Nurse is granted a day off.
- (B) There will be no change of scheduled tour more than once every seven (7) days unless mutually agreed in writing between the Registered Nurse and her immediate supervisor and copied to the Union by the nurse requesting the change.
- (j) A Registered Nurse may request the Director to consider changing her schedule to a specific tour on a permanent basis. It is the decision of the Director / Manager whether or not this request can be complied with. Such requests must be made in writing.
- (k) The following provisions are only applicable to full-time nurses:
  - (i) A Registered Nurse will be scheduled off at least four (4) days in any two week pay period including at least one period of two (2) consecutive days and a minimum of single days off.
  - (ii) A Registered Nurse who is not normally scheduled to work permanent evenings or nights will work at least 50% of her time on the day tour.
  - (iii) The Hospital will continue to maintain its current practice of working either day/evening or day/night rotations.

### D.3 Extended Tours - Scheduling Objectives

- (a) The Hospital will schedule at least one (1) in two (2) weekends off. A weekend shall be defined as at least fifty-six (56) consecutive hours from 2330 h Friday.

A Registered Nurse shall receive premium pay as provided for in Article 14.03 for all hours worked on a third (3<sup>rd</sup>) and subsequent consecutive weekend except where:

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

It is agreed that an employee's declaration of availability for additional shift or shifts under this provision does not waive the employee's right to premium payment that may be applicable unless a written request for weekend work has been provided to the employer.

- (b) Where it is current practice, the Hospital will endeavour to continue to schedule Registered Nurses so that they may have two (2) weekends off in three (3). The Hospital reserves the right to change this practice based on unit needs from time to time provided any such changes are discussed in advance with the Registered Nurses concerned.
- (c) A full-time Registered Nurse who is not normally scheduled to work permanent evenings or nights will work at least fifty percent (50%) of her time on the day tour.
- (d) All other scheduling regulations that apply to Registered Nurses working a regular daily tour provided in D.2 (a) to (e) apply to Nurses working extended tours.
- (e) At least twelve (12) hours' time off when tours of duty are changed and at least forty-eight (48) hours' time off following a period of night duty when tours of duty are changed. Where such a minimum is not granted, as per Article 14, premium payment will apply to those hours falling within either the twelve (12) or forty-eight (48) hour period as the case may be except where:
  - i) such tour has been worked by the registered nurse to satisfy specific days off requested by this registered nurse;
  - ii) such tour is worked as a result of an exchange of tours with another registered nurse;
  - iii) the Registered Nurse volunteers in writing to work such tour.

It is understood that this provision applies to extended tours with flexible start times in areas covered by Article F.4 (b).

- (f) Hours will be averaged over a six (6) week period. Time off will be averaged over a six (6) week schedule with a minimum of two (2) tours off per week.
- (g) A Registered Nurse will not be scheduled to work more than three (3) consecutive days, except at the written request of the Registered Nurse concerned, and with the written approval of the Director / Manager.
- (h) There will be no change of scheduled tours more than once every seven (7) days unless mutually agreed between the Registered Nurse and her immediate supervisor.

D.4 The Hospital will endeavour to keep the number of tours comprised of four (4) hours to a reasonable level.

- (a) No regular part-time Registered Nurse shall be scheduled solely on tours which are comprised of four (4) hours in any pay period except where such arrangements are agreed to by the Registered Nurse and except in units of the Hospital where the routine hours of operation are less than 7.5 hours.
- (b) The Hospital and the Union agree that additional four (4) hour tours will be treated as extra available work and will be distributed according to article D.8.

D.5 Master Rotations

- (a) The Bargaining Unit President will be provided with a copy of all current master rotations no later than February 1<sup>st</sup> in each year, and any new master rotations prior to posting.
- (b) Where a master rotation schedule is discontinued or changed due to a permanent long-term layoff, or there is an addition of new full-time or part-time positions, the employees on the affected unit will be provided with ninety (90) days notice that their master rotation may be discontinued or amended.
- (c) Where a master rotation schedule is changed pursuant to the above, individual schedule rotations will be awarded on the basis of seniority. Job share partners will use the seniority of the senior partner for the purpose of line selection.
- (d) Individual lines on a master rotation shall not be changed without prior discussion between the employee affected and her or his immediate supervisor. Where an employee has complained to her or his Manager about a schedule and the Union requests a copy of the applicable schedule, the Manager shall provide a copy to the Union.

- (e) Units without master rotation schedules that wish to formulate and implement master rotation schedules for full-time and/or part-time employees will submit their request to the Manager. Where such a request is received, the parties shall convene a Scheduling Review Team (SRT) to review and advise on the request.

#### D.6 Christmas Break

The Hospital agrees to schedule a minimum of five (5) consecutive tours off for Registered Nurses during the Christmas or New Years period so that Registered Nurses will have either period off. For the purpose of time off, Christmas shall include December 24, 0730 hrs to December 26, 2330 hrs and New Years shall include December 31, 0730 hrs to January 2, 0730 hrs. The Hospital may waive scheduling requirements during the period from December 15 to January 15.

The scheduling of time off at Christmas or New Years shall be done on a nursing unit basis taking into account the registered nurses' preference. It is expected that registered nurses will alternate working Christmas and New Year's. Where a dispute arises a registered nurse shall work the opposite period from the last year. When extra time off is available, it shall be offered by seniority to interested registered nurses.

#### D.7 (a) Banked Time

Where a Registered Nurse chooses equivalent time off for premium payment, such time off must be taken at a time that is agreed mutually by the Registered Nurse concerned and the Director / Manager or his/her delegate. Registered Nurses cannot accumulate more than seventy-five (75) hours of banked time.

When a Registered Nurse has already accumulated the maximum of seventy-five (75) hours, should the nurse be required to work overtime, such overtime hours will automatically be paid. Banked overtime hours for the previous fiscal year ending March 31<sup>st</sup> that has not been taken by the end of the first quarter of the new fiscal year, June 30<sup>th</sup>, will be paid out to the Registered Nurse at the earned rate. Banked Time may be requested at any time and may be requested prior to requesting vacation time.

- (b) When a registered nurse transfers from regular part-time to full-time status, the Employer will pay the overtime accrual bank automatically inclusive of the 13% in lieu of fringe benefits.
- (c) Where a part-time nurse has worked a regular shift not subject to premium pay the nurse may request in writing by indicating on the sign in sheet that such time be banked time equivalent to one (1) shift's accumulation. The nurse may request the banked time which must be taken within ninety (90) days from the end of the pay period

in which the time banked was earned or payment shall be made at the rates in effect at the time it was earned.

- (d) When a registered nurse transfers from regular full-time to part-time status, the Employer will pay out the overtime accrual bank automatically, exclusive of percentage in lieu of fringe benefits.

D.8 Extra available work shall be offered to nurses who have the necessary skills and have declared their availability in descending order of seniority according to the following protocol:

- (a) Unit regular part-time Registered Nurses, including job share Registered Nurses (including staff in temporary positions);
- (b) Unit casual Registered Nurses;
- (c) Regular part-time Registered Nurses from other units (provided they are qualified to perform the work), including Corporate Float Team Nurses;
- (d) Casual Registered Nurses from other units (provided they are qualified to perform the work), including Corporate Float Team Nurses.

The Hospital will not be required to offer tours that would result in premium pay. Where a part-time nurse has worked and/or is scheduled to work seventy-five (75) or more hours in a pay period, s/he will not be offered extra available work under this article. Where such tours are offered, they shall be offered in accordance with Article D.9.

The Hospital shall maintain a central list of the skills of all registered nurses, which shall be updated quarterly and shall be available to all managers, charge nurses and staffing officers.

D.9 Premium Pay Shifts will first be offered to all Unit Registered Nurses. All Unit Registered Nurses who have the necessary skills and who qualify for premium pay will be called in descending order of seniority, according to the following protocol:

- (a) Full-time Registered Nurses
- (b) Regular Part-time Registered Nurses
- (c) Casual Registered Nurses

If no Unit Registered Nurse is available, Premium Pay Shifts will then be offered to all hospital Registered Nurses who have the necessary skills and who qualify for premium pay. Subject to Article D.8, all hospital Registered

Nurses, including Corporate Float Team Nurses, will be called in descending order of seniority, according to the following protocol:

- (a) Full-time Registered Nurses
- (b) Regular Part-time Registered Nurses
- (c) Casual Registered Nurses

D.10 Where the Hospital requires that the employee remain at the Hospital during an unpaid break, the employee shall be paid at the appropriate rate.

### **ARTICLE E – PART-TIME SCHEDULING**

E.1 The Scheduling provisions in Article D will apply to Regular Part-Time nurses including the following:

- (a) Day tours shall be equally distributed amongst Registered Nurses interested in working days.
- (b) Registered Nurses who were hired to work three (3) tours will continue to do so.
- (c) All new Registered Nurses hired may be required to work three (3) tours.

E.2 Where a Part-time Registered Nurse is scheduled to work on a weekend preceding or succeeding a paid holiday which falls on a Monday or Friday, upon the nurse's written request two weeks in advance of the schedule production that includes the Holiday, the Hospital will endeavour to allow the nurse to work on the paid holiday as well.

E.3 Availability

- (a) A regular part-time Registered Nurse will declare availability for additional shifts every six (6) weeks prior to the posting of the rotation.
- (b) A casual part-time Registered Nurse will declare their availability for work minimally every six (6) weeks.
- (c) When the unit schedule is posted, the Hospital will send an email to Registered Nurses on specific units where vacancies exist indicating the vacant shifts to be filled.

- (d) Registered Nurses will have 48 hours from the time the email is issued to declare by return email, their availability for vacant shifts once the schedule has been posted.
- (e) Following the conclusion of the 48 hour declaration period, the Hospital will have five calendar days to assign vacant shifts to the Nurses who have declared availability for vacant shifts in accordance with E.3 (c) above, and D.8 (a) and (b), and the Nurses will be notified by email. During this period, any nurse that declares availability and is assigned a shift is expected to work the assigned shift.
- (f) Following the completion of the five calendar days referred to in E.3(e) above, any additional available work shall be offered in accordance with Article D.8(c) and (d).
- (g) It is the responsibility of the Registered Nurse to amend any changes to his/her availability.
- (h) It is agreed that an employee's declaration of availability for additional shift or shifts under this provisions does not waive the employee's right to premium payment that may be applicable unless a written request for weekend work has been provided to the employer.

E.4 Regular part-time nurses may be scheduled additional hours based on their declared availability up to seventy-five (75) hours in a pay period, prior to casual nurses being scheduled for hours.

## **ARTICLE F – INNOVATIVE SCHEDULING**

### **F.1 Introduction and Discontinuation of Extended Tours**

The introduction or discontinuance of extended tours shall be discussed with the nursing staff on the affected unit(s) and shall be determined by a secret ballot vote conducted jointly by the Hospital and the Union prior to implementation, after a six month trial period and not more frequently than every three years thereafter, as follows:

To implement extended tour - requires 75% of the Registered Nurses affected that vote to commit themselves to work the extended tour;

If the Registered Nurses working extended tours of the affected unit wish to discontinue working extended tours - requires 50% + 1 vote of the Registered Nurses that vote.



It is understood and agreed that the vote to implement or discontinue extended tours referred to above refers to a combined vote of the full-time and regular part-time registered nurses.

The Hospital will provide the Union with ninety (90) days written notice of discontinuation of extended tour rotations. The parties will meet to discuss the discontinuation within two (2) weeks of receipt of a notice to discontinue. It is understood and agreed that management has the right to cancel an extended tour schedule if, in its opinion, it is not seen to be efficient or effective and the Hospital will discuss with the Union in advance any such cancellations.

F.2 (a) Introduction and Discontinuation of Mixed Rotation

A mixed rotation is defined as one where a number of the registered nursing staff on a unit work regular tours, while others work extended tours.

The introduction or discontinuation of a mixed rotation (12 hours/ 8 hours) shall be discussed with the nursing staff on the affected unit(s) and the local Union executive: and shall be determined by a secret ballot vote conducted jointly by the Hospital and the Union, following a six month trial period and not more frequently than every three (3) years thereafter.

To implement a mixed rotation requires seventy-five percent (75%) of the registered nurses affected that vote to commit themselves to working from within a mixed rotation.

If the Registered Nurses working mixed rotation on the affected unit wish to discontinue working mixed rotation – requires 50% + 1 vote of the Registered Nurses that vote.

It is understood and agreed that the vote to implement or discontinue a mixed rotation referred to above refers to a combined vote of the full time and regular part-time registered nurses.

The Hospital will provide the Union with ninety (90) days written notice of discontinuation of the Mixed Rotation. The parties will meet to discuss the discontinuation within two (2) weeks of receipt of a notice to discontinue. It is understood and agreed that management has the right to cancel a mixed rotation schedule if, in its opinion, it is not seen to be efficient or effective and the Hospital will discuss with the Union in advance any such cancellations.

(b) Scheduling Objectives for Mixed Rotations

When scheduling of extended tours occurs on a unit that has voted for a mixed rotation, Article D will apply. For those working Normal

Daily Tours on a unit that has voted for a mixed rotation, Article D will apply.

Extra available tours will be offered according to Scheduling Provisions of the Appendices to the Collective Agreement, with the right to accept 8 hour tours recognized as integral on a unit where a mixed rotation vote has been successful.

When a normal tour position becomes available, it will be posted as a normal tour position. When an extended tour position becomes available, it will be posted as an extended tour position. Newly created positions will be posted as normal tours or extended tours according to the needs of the unit.

F.3 (a) Introduction and Discontinuation of Hybrid Rotation

A hybrid rotation is defined as one where each of the registered nursing staff on a unit work a combination of normal tours and extended tours. A full time nurse will be scheduled for two hundred and twenty-five (225) hours over a six (6) week rotation.

The introduction or discontinuation of a hybrid rotation shall be discussed with the nursing staff on the affected unit(s) and the Local Union executive: and shall be determined by a secret ballot conducted jointly by the Hospital and the Union. Such vote shall not be held more frequently than every three (3) years thereafter.

To implement a hybrid rotation requires seventy-five percent (75%) of the registered nurses affected that vote to commit themselves to working a hybrid rotation.

If the Registered Nurses working a hybrid rotation on the affected unit wish to discontinue working a hybrid rotation – requires 50% + 1 vote of the Registered Nurses that vote.

It is understood and agreed that the vote to implement or discontinue a hybrid rotation referred to above refers to a combined vote of the full time and regular part-time registered nurses.

The Hospital will provide the Union with ninety (90) days written notice of discontinuation of the Hybrid Rotation. The parties will meet to discuss the discontinuation within two (2) weeks of receipt of a notice to discontinue. It is understood and agreed that management has the right to cancel a hybrid rotation if, in its opinion, it is not seen to be efficient or effective and the Hospital will discuss with the Union any such cancellations.

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(b) Scheduling Objectives for Hybrid Rotations

When scheduling of extended tours occurs on a unit that has voted for a hybrid rotation the scheduling provisions related to extended tours apply. When scheduling of normal tours occurs on a unit that has voted for a hybrid rotation the scheduling provisions for regular tours apply.

Nurses shall not be scheduled to work more than thirty-seven and one-half (37.5) hours of consecutive combined tours or three (3) extended tours or six (6) regular tours, without being scheduled for a day off, except at the written request of the Registered Nurse and with the written agreement of the Director copied to the Union. In the absence of such written agreement, premium pay will apply for additional hours in excess of thirty-seven and one-half (37.5) hours of consecutive combined tours or three (3) extended tours or six (6) regular tours, until the nurse is granted a day off.

Extra available tours will be offered according to the scheduling provisions of the Appendices to the Collective Agreement with the right to accept eight (8) hour tours recognized as integral on a unit where a Hybrid Rotation vote has been successful.

F.4 (a) Flexible Hours

Notwithstanding the above, it is understood that specialty areas shall not necessarily have the same hours of work as mentioned above. Flexible hours are hours which average thirty-seven and one-half (37 ½) hours per week, over a six (6) week schedule, as determined by the Hospital. Flexible hours may be implemented following consultation with the Union, to meet patient care needs or to allow the Registered Nurse to facilitate the performance of her nursing duties.

The Hospital will provide the Union with ninety (90) days written notice of discontinuation of Flexible Hours. The parties will meet to discuss the discontinuation within two (2) weeks of receipt of a notice to discontinue. It is understood and agreed that management has the right to cancel Flexible Hours if in its opinion it is not seen to be efficient or effective. The Hospital will discuss with the Union any such reasons for the cancellation.

(b) Flexible Start Times

The Hospital and the Union recognise that the Hospital has unique needs that may require flexible start times. Notwithstanding the above, it is understood that specialty areas shall not necessarily have the same hours of work as mentioned in Article D above. Nurses working flexible start times will work seven and one-half (7.5) hour

tours or eleven and one quarter (11.25) hours tours and their hours of work shall average thirty-seven and one-half (37.5) hours per week, over a six (6) week schedule, as determined by the Hospital.

The start time for these areas shall vary. Flexible start times may be implemented, following consultation with the Union, to meet patient care needs or to allow the Registered Nurse to facilitate the performance of her nursing duties.

The following specialty areas have flexible start times:

Infection Prevention and Control, Vascular Access Team, Emergency, Medical Imaging, Perioperative Services, Ambulatory Care, Discharge Planning, Medical Day Unit.

The Hospital will provide the Union with ninety (90) days written notice of discontinuation of Flexible Start Times. The parties will meet to discuss the discontinuation within two (2) weeks of receipt of a notice to discontinue. It is understood and agreed that management has the right to cancel Flexible Start Times if, in its opinion, it is not seen to be efficient or effective. The Hospital will discuss with the Union any such cancellation.

#### F.5 2 Day / 2 Night / 5 Off Schedule

The introduction and discontinuation of the 2D/2N/5 Off rotation shall be approved by the Director and will only be implemented when agreed upon and worked by groups of nine (9) full-time nurses. There must be at least nine (9) full time nurses who declare their interest in writing to work this rotation. Where more than the required numbers of full-time nurses express interest, the selection shall be made in order of seniority.

- (a) Nurses shall not be required to work more than four (4) tours in a row. If a nurse works a 5<sup>th</sup> tour, she will receive pay at premium rates for all hours worked on the fifth and consecutive successive tours.
- (b) Nurses will not be scheduled to work more than three consecutive weekends. If a nurse works on a fourth weekend, she/he will be paid at premium rates for all hours worked on the fourth (4<sup>th</sup>) and consecutive weekend.
- (c) To ensure that 2D/2N/5 off rotations provide 1950 hours in each calendar year the following will apply to permanent full-time nurses:
  - i) All paid holidays will be scheduled into the rotation in accordance with Article H.2; and,
  - ii) Two (2) additional 11.25 hour tours will be scheduled within a calendar year.

- (d) Where a vacancy occurs in the 2D/2N/5 off schedule, the line will first be offered to the other nurses on the unit who have expressed an interest in working this schedule, in accordance with seniority.
- (e) It is understood that full-time, regular part-time and casual nurses are eligible to fill temporary full-time vacancies in 2D/2N/5 off rotations in accordance with Article 10.07(d).
- (f) Should a nurse working this schedule prefer to return to a standard rotation, s/he will forward the request, in writing, to the Director. The Director or delegate will advise the unit nurses of the request. Full-time nurses will indicate in writing their interest in working this schedule, and the most senior nurse interested will switch rotations at the beginning of the next rotation. Where there is no interest expressed, then the 2D/2N/5Off schedule will revert to a standard schedule for the requesting nurse and the 8 most junior nurses at the beginning of the next rotation.
- (g) The Hospital will provide the Union with ninety (90) days written notice of discontinuation of the 2 Day 2 Night rotation. The parties will meet to discuss the discontinuation within two (2) weeks of receipt of a notice to discontinue. It is understood and agreed that management has the right to cancel the 2 Day 2 Night rotation if, in its opinion, it is not seen to be efficient or effective. The Hospital will discuss with the Union any such cancellation.
- (h) Regular part-time and casual nurses working in temporary full-time 2D/2N/5 off rotations, will be scheduled to work twenty (20), 11.25 hour shifts in every six (6) week rotation.

## F.6

### Job Sharing

- (a) The Union and the Employer agree to implement job-sharing whereby one Full-time equivalent position will be shared by not more than two (2) Registered Nurses. The number of job share positions on the work unit may be introduced based on the following:
  - i) Where there are five (5) to fifteen (15) Full-time positions on a work unit, the number of job sharing positions will not exceed one (1) position.
  - ii) Where there are sixteen (16) to twenty-five (25) Full-time positions on a work unit, the number of job sharing positions will not exceed two (2) positions.
  - iii) Where there are twenty-six (26) or more Full-time positions on a work unit, the number of job sharing positions will not exceed three (3) positions.

- (b) The Registered Nurses involved in job sharing are entitled to all the terms of the part-time collective agreement except those that are specifically referenced as follows:

Scheduling

- i) The Registered Nurses in a job shared position must accept the conditions and agree to cover for the scheduled hours of a full-time rotation.
- ii) Posted schedules for job sharers will be based on a full-time schedule, which will conform to the scheduling provisions of the full-time collective agreement.
- iii) The division of the scheduled tours shall be determined by mutual agreement of the two Registered Nurses and the Director or delegate of the unit.
- iv) Job sharers shall only be required to work the number of paid holidays that a full-time Registered Nurse would be required to work.
- v) Job sharers are expected to cover for each other during vacation.
- vi) Whenever possible, job sharers will be required to cover for their partners for absences not expected to exceed fourteen (14) calendar days due to illness or accident or other leave of absence. It is the responsibility of the partners to contact each other to arrange the coverage and to advise the Manager accordingly. If, because of unavoidable circumstances, one cannot cover the other, the absent job sharer will notify the staffing office and the Manager. The staffing office will book coverage.
- vii) For absences expected to exceed fourteen (14) calendars days but not greater than sixty (60) calendar days, the remaining job sharing partner shall be given the option of covering the leave. If the remaining job sharer cannot cover the leave, the Hospital will apply Article 10.07 (d) of the Central Collective Agreement.
- viii) In the event that one member of the job sharing arrangement goes on Maternity Leave or other leaves of absence pursuant to Article 11 of the Central Full-time and Part-time Agreements and the remaining job sharer cannot cover the leave, the Hospital will apply Article 10.07 (d) of the Central Collective Agreement.

(c) Implementation

To initiate the job sharing process, Registered Nurses who are interested in job sharing their full-time position will advise their Director in writing and the successful candidate will be chosen by the Director on the basis of seniority. The successful candidate will assume his/her half of the position without having his/her half of the position posted.

The other half of the job sharing position will be posted and the selection process will include similar levels of clinical experience and proficiency.

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

If one of the job sharers leaves the arrangement, his/her position will be posted. If there is no successful applicant for the position, the shared position must revert to a full-time position.

The remaining Registered Nurse will have the option of continuing the full-time position or reverting to a casual position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

(d) Discontinuation

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

F.7 Individual Special Circumstance Arrangements

The Hospital and the Union agree to implement individual special circumstance schedules pursuant to Article 13.05 of the collective agreement. Such arrangement(s) will be documented by a Letter of Understanding. The Hospital will provide to the Union a list of all individuals on an approved Individual Special Circumstance schedule in January each year.

F.8 Unit Weekend Schedule

If the Union and the Hospital agree to implement unit weekend schedules according to Article 13.04 of the Collective Agreement, they shall follow the following protocol:

- (a) The introduction of each unit weekend schedule will be subject to the written, mutual agreement of the Union and the Hospital;
- (b) Where the Hospital identifies a need for a Unit Weekend Schedule or where the Union or a Registered Nurse makes a specific request for a unit weekend schedule, the Hospital will advise the Union and a meeting will be arranged within one calendar week;
- (c) The manner in which the position is filled or the schedule is altered will be described at the meeting and will be reduced to writing, including any agreement to waive or modify posting or other provisions, if any, in the Collective Agreement;
- (d) The two extended tours will be scheduled between 19:30 Friday and 07:30 Monday. Weekend workers may, in accordance with normal unit shift exchange practice, exchange extended tours with another Registered Nurse during the weekend hours only;
- (e) The 7.5 hour tour will normally be scheduled on Friday or Monday. Subject to the normal shift exchange practices of the Unit the nurse may exchange this tour with any other nurse who is working a 7.5 hour tour.
- (f) When one Party does not agree with the other Party's proposal, it will inform the other within one calendar week of the meeting and will provide written reasons to the other Party within two calendar weeks of the meeting. The Parties agree that that the reasons for withholding approval will not be unreasonable or arbitrary;
- (g) The Hospital, the Union or the Nurse may discontinue the agreement with six (6) weeks notice to the others. In such an event, the Parties will meet to discuss any issues related to the discontinuance.
- (h) Nothing in this agreement shall be construed to mean that the Parties have agreed that the Hospital can fill a position where an employee has not expressed a preference for a unit weekend schedule.

F.9 Self-Scheduling

Nurses may Self-Schedule in accordance with the following guidelines:

(a) Principle

Self-scheduling is the mechanism by which nurses on a unit, either full-time or part-time or the entire group of nurses, create their own work schedules. The purpose of self-scheduling is to improve job satisfaction and quality of work life for the participating nurses. Self-scheduling requires a collaboration of nurses and management to



ensure proper coverage of the work unit and to meet the provisions of the Collective Agreement.

Defining characteristics of self-scheduling are attached at Appendix A.

(b) Implementation

i) Voting Procedure

Full-time and/or part-time staff may make a written request to the Director to enter into self-scheduling for a six (6) month trial period. Upon approval by the Director, a vote conducted by the Hospital and the Union will be held by secret ballot. An initial vote to implement a trial will require the approval of seventy-five percent (75%) of the nurses participating as referred to in F.9 (a). Self-Scheduling Guidelines shall be posted for four (4) weeks prior to voting.

ii) Following the six (6) month trial period and, after evaluation, with the continued approval of the Director, a secret ballot will be conducted by the Hospital and the Union and where seventy-five percent (75%) of the nurses indicate a desire to continue with Self-Scheduling, it will be adopted on a permanent basis. The addition of nurses who wish to “self schedule” may be done with the approval of the Director.

(c) Discontinuation

The Hospital, the Union or the nurses referred to in F.9 (a) may, with ninety (90) days written notice, terminate self-scheduling. Self-Scheduling shall be discontinued on any unit where fifty-one (51%) percent of the nurses as referred to in F.9 (a) indicate by secret ballot in a vote conducted by the Hospital and the Union.

(d) Structure

i) Fixed Rules

In order for self-scheduling to function on any unit, there must be at least two (2) group facilitators who have agreed to coordinate the process. The names of the facilitators will be submitted to the Immediate Supervisor for approval.

Self scheduling must produce a rotation that:

A) will be in accordance with the Collective Agreement.

- B) shall not result in additional costs to the Employer and must be done on a strictly voluntary basis.
- C) is approved by the Immediate Supervisor.
- D) will occur over 12 months of the year.
- E) fulfils the nurses full time commitment or the individual point codes of part-time staff.
- F) will result, by collaboration with the Immediate Supervisor, in a fully completed rotation, one that fulfils all of the staffing needs of the unit.
- G) will be posted within the established timelines.
- H) meets baseline staffing requirements, (including unit specific skill requirements, language requirements and requirements for charge nurse) which will be identified in writing to the facilitators by the Immediate Supervisor or her designate.
- I) respects vacation quotas, the maximum number of employees that are initially permitted to be off within any 24 hour period. This number may be increased, dependant on Unit conditions. Vacation quotas will be identified in writing to the facilitators by the immediate supervisor or her designate.
- J) restricts requested time off to valid entitlements by tracking individual vacation hours remaining, self funded vacation, banked time, stat holiday time remaining etc. Entitlements remaining will be identified in writing to the facilitators by the immediate supervisor or her designate.

Where any of these conditions are not fulfilled, the Immediate Supervisor and the facilitators will meet on an expedited basis to resolve any deficiencies. Staff will be notified and schedules will be altered in accordance with the Collective Agreement in order to fulfil the needs of the unit.

ii) Scheduling Process

- A) In discussion with the immediate supervisor, all staff members participating in self-scheduling will be placed into groups. They will in turn be placed in order of seniority within each group.

- B) Each group will elect or volunteer a facilitator to represent them. This person will be responsible for ensuring that each nurse selects their shifts in a timely manner. The names of the facilitators will be submitted to the Immediate Supervisor for approval.
- C) Each group member is responsible to make themselves available to choose their shifts or to communicate their availability to their group facilitator in order to complete their selection within the time period allotted on the unit.
- D) Nurses shift selection may be assigned to the facilitator or to another staff member where individual availability to select is compromised. The failure of an individual nurse to complete their selection promptly in accordance with unit practice may result in forfeiture of order of selection.
- E) Where full time staff self schedule, they will select their shifts in advance of the part-time staff. Where management schedules full time staff, that schedule will be created first.
- F) Groups, other than Group 1, must include a mix of junior and senior nurses.
- G) Shift selection for each group shall take no more than 3 days/group.
- H) As each 6 week rotation is unique, required shifts will be determined and selected for that particular schedule only.
- I) Group 1 will always select first from the available shifts. Group 1 is comprised of:
  - 1) On units where nurses work extended tours or a mixed rotation, staff who are contracted to work exclusively 8-hour shifts.
  - 2) Staff who require specific scheduling as a result of an approved accommodation.
  - 3) Staff scheduled to work permanent shifts in accordance with the collective agreement. [D.2 (k), (m)]

J) Groups 2, 3 etc.

- 1) Groups 2, 3 etc. will sign up to select shifts in turn, with the most senior in the group choosing first.
- 2) These groups will rotate every six weeks to select their shifts first, following Group 1 (i.e. first rotation will be Groups 1, 2, 3, 4; the second rotation will be Groups 1, 3, 4, 2, third rotation will be Groups 1, 4, 2, 3, and so on).

K) All staff will select from the remaining required shifts in accordance with Article D.

L) If point codes are not met, available shifts will be assigned in order to meet that obligation.

After all groups have chosen their shifts according to entitlement (FT/PT), extra available shifts will be offered in accordance with the local collective agreement, Article D. Completed self-schedules will be submitted to the Staffing and Scheduling officers by the deadline set for that rotation.

iii) Weekends

A) Obligations under the Collective Agreement will be maintained.

B) It is expected that where full time staff self schedule, each full-time nurse shall select a minimum of six weekend shifts over three weekends in any six week rotation.

C) The actual number of remaining weekend shifts required to complete each rotation will be divided equally among the part-time staff up to a maximum schedule of every other weekend or two in four. The number of weekend shifts required from part-time staff will be dependant upon the needs of the unit.

(E) Because Self-Scheduling is a dynamic process, requirements for changes to this guideline are anticipated and suggestions for those changes are welcomed from participating staff at any time. Please submit suggested changes to unit managers for consideration.

**ARTICLE G – SINGLE SHIFT REASSIGNMENT**

G.1 RNs from the Corporate Float Team will be required to float prior to implementing a reassignment under this provision.

Pursuant to Articles 10.07 (g) and 10.08 (a), the parties agree that in the event that a nurse is reassigned from one unit to another, the following order will apply providing first that patient care needs are being met.

- (a) Volunteer Unit Nurse(s)
- (b) The least senior nurse on the unit, regardless of his/her status and provided the nurse is qualified to perform the available work.

The reassigned Nurse will identify to the Charge Nurse his/her experience and orientation needs in relation to duties required on the receiving unit. The reassigned Nurse will be provided with a resource nurse on the receiving unit and an appropriate patient assignment keeping patient care needs as a first priority. The resource nurse will familiarize the reassigned Nurse to the general functioning of the unit.

G.2 Nurses exempt from being reassigned to another Unit include:

- (a) Any Registered Nurse in their probationary period.
- (b) Any Registered Nurse who is acting as a preceptor or mentor and that has a student or new employee assigned that day, except where the nurse volunteers to be reassigned.
- (c) Any Registered Nurse with an identified restriction or limitation within their return-to-work program indicating that they cannot be reassigned, as supported by Occupational Health and Wellness.

G.3 Following a reassignment, if patient care needs no longer require the additional nurse(s) on the destination unit, they shall return to their original unit in order of seniority, provided the remaining employees are qualified to perform the available work.

Nurses who have been reassigned will be returned to their original unit prior to Corporate Float Team Nurse(s) returning to the Corporate Float Team.

**ARTICLE H – CORPORATE FLOAT TEAM UNIT**

- H.1
- (a) A Corporate Float is a Registered Nurse who is normally scheduled to work throughout the Hospital depending upon staffing needs. Corporate Float Nurses will be assigned to care for patients within their scope of practice on all units where they are qualified to perform the work.
  - (b) Nurses on the Corporate Float Team will be floated prior to the reassignment of Unit Nurses providing first that patient care needs are being met.
  - (c) Nurses on the Corporate Float Team will be assigned to work independently on a unit once they have the required knowledge, skills and ability.
  - (d) For the purposes of vacation, lay-off or any other seniority or service entitlement under the Collective Agreement, the Corporate Float Team shall be treated as a separate unit.
  - (e) The utilization of a Corporate Float Team Nurse shall not cause the short term or long term lay off of any nurse covered by the collective agreement or a reduction in the scheduled hours of regular full-time or part-time nurses on the unit.
  - (f) A nurse so assigned under Article 10.07 (d) i) shall be deemed to be on that unit for the duration of the temporary assignment and their name(s) shall be clearly indicated on the schedule within that unit.
  - (g) The ONA seniority list will identify the RNs who hold positions on the Corporate Float Team.

**ARTICLE I – PAID HOLIDAYS**

I.1 The Paid holidays are designated as follows for full-time Registered Nurses:

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day - July 1<sup>st</sup>  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
Float Holiday

I.2 Where a full-time Registered Nurse is entitled to a lieu day, such day off must be taken within a period of not more than thirty (30) calendar days before or sixty (60) days after the actual holiday. However, written requests for extensions will be considered. Such requests shall not be unreasonably withheld.

I.3 The paid holidays are designated as follows for part-time Registered Nurses:

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day - July 1<sup>st</sup>  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
Float Holiday

I.4 Float Holiday entitlement as per Appendix 4 for part-time Registered Nurses.

I.5 Float holidays not taken by the end of the fiscal year will be paid out.

**ARTICLE J – VACATION**

- J.1 (a) The vacation year is April 1<sup>st</sup> to March 31<sup>st</sup>.
- (b) During the summer period (June 15 – September 15) a “vacation week” will be defined as the seven (7) day period commencing from 07:30 Monday to 07:30 Monday the following week. Nurses requesting a “vacation week” off during this period must request seven (7) consecutive calendar days off between 07:30 Monday to 07:30 Monday the following week.
- (c) During periods outside of the summer vacation period (September 16– June 14) the definition of a vacation week under I.1 (b) does not apply and any period of seven (7) consecutive calendar days off will constitute a request for a vacation week.
- J.2 (a) Registered Nurses will be given preference with respect to their vacation time requested based on seniority and patient needs.

In keeping with the current submission deadlines for vacation requests, the Employer will use seniority on the date of vacation submission deadlines as follows:

- i) For the vacation period between April 1 to September 30 the Employer will use a seniority list which will be updated on January 15<sup>th</sup> of the year of the request.
- ii) For the vacation period between October 1 to March 31 the Employer will use a seniority list which will be updated on June 1<sup>st</sup> of the year of the request.
- (b) Vacation may be taken at any time during the year in accordance with the provisions below. Preferences for vacation leave will be granted based on seniority provided the vacation request is made in accordance with the Submission Deadline Date below.

Vacation requests must be provided in writing and the vacation shall be posted as follows:

<b>Vacation Period</b>	<b>Submission Deadline Date</b>	<b>Posting Date</b>
April 1 to September 30	January 15 <sup>th</sup>	February 15 <sup>th</sup>
October 1 to March 31	June 1 <sup>st</sup>	July 15 <sup>th</sup>

Vacation dates not requested in accordance with the above shall be provided on a first come first serve basis. Responses to the requests will be provided in one (1) week of the request being submitted.



- (c) The combined total number of weeks off on vacation that an employee can utilize from June 15 to September 15 is no less than one (1) week and no more than three (3) weeks. Requests for single days or additional weeks off will be considered after vacation weeks have been assigned. Notwithstanding the above, an employee may request consideration for more than three (3) weeks under special circumstances, which shall be assessed by the Employer on a case-by-case basis.

For the Christmas scheduling period, 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 Year's time off has been granted.

- (d) Annual vacation will be taken by March 31<sup>st</sup> of each year. Any unused vacation will be assigned by the Director prior to the completion of a vacation year. Carryover of vacation entitlement into the first quarter of the next fiscal year may be permitted with the prior approval of the Director.

By mutual consent the employee may carry over to the next year not more than one (1) week of vacation credits. Any unused vacation will be assigned or paid out by the Director prior to the completion of a vacation year. The Director will provide written confirmation of vacation hours approved to be carried over in the next fiscal year.

- (e) Prior to leaving on vacation, Registered Nurses shall be notified of the date and time to report to work following their vacation.

J.3 Part-time Nurses' vacation entitlements will be in accordance with Article 16 of the Central Collective Agreement.

## **ARTICLE K – LEAVES OF ABSENCE**

### **K.1 Union Leave**

The cumulative total number of days for leaves of absence in any one calendar year shall not exceed one hundred (100) days for all full-time and part-time Registered Nurses in the bargaining unit. Except in extenuating circumstances Registered Nurses requesting such leave of absence shall do so in writing to the Director two (2) weeks prior to the date of the request. The employer shall respond in writing within forty-eight (48) hours. It is agreed that the number of Registered Nurses that may be absent at any one time shall not exceed six (6) in total.

K.2 Prepaid Leave

The number of Registered Nurses that will be able to participate in the one (1) year prepaid leave plan and can be absent at one time will be:

Two (2) Registered Nurses per department, except in a department where there are less than ten (10) Registered Nurses, then only one (1) Registered Nurse can be absent at any one time or otherwise mutually agreed.

**ARTICLE L – SENIORITY LIST**

L.1 Seniority lists shall be maintained in accordance with Article 10 of the Collective Agreement. The seniority lists will be provided to the Bargaining Unit President or designate after the completion of the pay period(s) including January 1<sup>st</sup> and July 1<sup>st</sup> of each year. A copy of the seniority lists shall be posted at the same time by the Human Resources Department.

If there is a requirement to determine seniority when seniority dates are the same, College of Nurses date of registration will be used as the determining factor and the nurse with the earlier date will be considered the most senior.

L.2 The Hospital will provide a copy of the list specified in Article 5.05 of the Central Agreement to the Local Union and, in addition, when the Local Union is informed regarding new hires, the unit to which they are assigned shall be set out.

**ARTICLE M – TEMPORARY POSITIONS**

M.1 The Employer agrees to post temporary positions on CHEONet as career opportunities for all qualified nurses. Temporary positions are positions under Article 10.07 (d). These positions must be posted and filled in accordance with Article 10.07.

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.

## **ARTICLE N – WSIB AND MODIFIED WORK**

N.1 The Hospital will notify the ONA Safe Return to Work / Work Accommodation Representative of the names of all Registered Nurses who go off work due to a work-related injury or who are on LTD.

The Hospital will provide to the Union in writing, a monthly list of all registered nurses on modified work programs.

The Hospital will provide to the Union in writing on a monthly basis, a report which includes the name, employment status and work unit of all nurses that have been coded as being absent from work as a result of non-occupational illness or injury for more than thirty (30) days.

N.2 Prior to any Registered Nurse returning to work on a Modified Work Program, the Hospital will notify and meet with a designated representative of the Ontario Nurses' Association, a member of the Local Executive, the employee (if available) and the relevant manager(s) to discuss the circumstances surrounding the registered nurse's return to suitable work.

N.3 The Hospital agrees to provide the registered nurse and the Union with a copy of the Workplace Safety and Insurance Board Form 7 at the same time it is sent to the Board.

N.4 When developing and recommending strategies for return to work, the parties will consider the following based on the employee's documented accommodation needs:

- Original position
- Original unit
- Original unit/position with modification to the work area and/or equipment and/or the work assignment
- Alternate positions outside the bargaining unit
- Any positions in the bargaining unit
- Any positions in the Hospital in which the employee may be accommodated.

## **ARTICLE O – SAFE & HEALTHY ENVIRONMENT**

O.1 Workplace Violence Prevention and Control

(a) Definition and Reporting of Workplace Violence

The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of registered nurses will be condoned in the workplace. Workplace violence is defined in accordance with the

*Occupational Health and Safety Act* and the Employer's Violence in the Workplace policy.

Any nurse who believes he/she has been subjected to such conduct or knows of such conduct shall report this to a supervisor who will make every reasonable effort to rectify the situation.

A registered nurse will complete an incident report at the time of the incident. If the registered nurse is unable to complete the incident report at the time of the incident, the registered nurse will present the incident report to the Employer within seven (7) days of the event, unless it was impossible for her or him to do so during this period.

(b) Violence Policies, Measures and Procedures

The Employer agrees to maintain formalized policies and procedures to deal with workplace violence, updated and amended in consultation with the Joint Health and Safety Committee. The policies will address prevention of violence and the management of violent situations and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses and supervisors.

The Hospital, in consultation with the Joint Health and Safety Committee, agrees to develop, implement and amend as appropriate, policies, procedures and programs pertaining to the provision of a safe and healthy workplace. The aforementioned include, but are not limited to, Violence in the Workplace Policy, Blood and/or Body Fluid Exposure Guidelines, Respiratory Protection Program, Nosocomial Influenza Outbreak Policy, Employee Reporting and Monitoring Influenza Like Illness, Musculo-Skeletal Injury Prevention & Ergonomic Equipment Program, and Infection Prevention and Control.

The Hospital agrees to support the Joint Occupational Health and Safety Committee and its Terms of Reference, Structure and Function.

(c) Notification to the Union

The parties agree that if incidents involving workplace violence or aggressive patient, patient family or visitor occur, such action will be recorded and reviewed at the Joint Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of registered nurses presented in that forum.

The Employer will notify the JHSC and the Union in writing where an employee is disabled from performing their usual work or where the employee requires medical attention because of an incident of workplace violence, within four (4) days of the occurrence. For incidents where a nurse is killed or critically injured the Employer will notify the JHSC and the Union immediately by telephone and in writing within 48 hours.

The Employer will provide updated statistics on numbers of staff assaulted while performing work and will bring this list to each meeting of the Joint Health and Safety Committee.

(d) Damage to Personal Property

When a registered nurse, in the exercise of her or his functions, suffers damage to his/her person or his/her personal belongings (including stethoscopes, clothing, watch, glasses, contact lenses, hearing aids, or other prosthesis) directly attributed to any assault, the Employer shall provide for replacement or repair at no cost to the registered nurse.

(e) Support and Counselling

Critical incident stress debriefing shall be made available to nurses. Counselling and support will be made available to help nurses recover from such incidents.

(f) Training

The Hospital agrees to provide training and education, developed in consultation with the Joint Health and Safety Committee, on the violence prevention and harassment policies and programs and on prevention of violence to all employees. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

(g) The Employer and the Union recognize the Employer's obligation under Section 25 (2) (h) to take every precaution reasonable to protect employees and Section 32.0.5 (3) of the Occupational Health and Safety Act to provide information, including personal information, to an employee related to a risk of workplace violence from a person with a history of violent behaviour.

The Employer, in consultation with the JHSC or health and safety representative, shall develop and implement an effective written measure and procedure to put in place a visible and electronic warning system for all employees who may be exposed to patients who have a history of violent behavior. Such a system shall include flagging measures such as:

- i) Information about individual patient behaviours, triggers and interventions;
- ii) Pre-admitting checklist;
- iii) Computerized record of patient's history of violence;
- iv) Readily visible flagging on the patient chart;
- v) Visible notation on the face sheet of the patient chart;
- vi) Signage for patient room doors;
- vii) Signage at bedside if multiple occupancy room; and,
- viii) A method to communicate pertinent information about a patient and associated visitors to all employees who may be exposed.
- ix) Ensuring an adequate number of well-trained employees who will respond to all code whites and/or who can immobilize and detain/restrain a patient as needed.

## **ARTICLE P – LANGUAGE**

- P.1 The Union and the Hospital agree that providing services in the preferred language of the patient and his/her family is a desirable objective, with special emphasis on Canada's two official languages.
- P.2 (a) The need for services in a language other than English will be determined by a question on the admission form. The question shall be:  
In what language would you prefer to be served?
- i) English
  - ii) French
  - iii) Either i) or ii)
  - iv) Other - please specify

Statistics thus obtained will be presented to the Union every six (6) months.

- (b) The need for bilingual services and the identification of "bilingualism essential" positions will be discussed between the Union and the Hospital for each unit prior to designation by the Hospital.
- (c) Once specific positions have been identified as "bilingualism essential" or "bilingualism asset", permanent changes in specific

numbers or percentages will be made only after consultation with the Union.

- (d) Any standard set by the Hospital to determine second language proficiency shall be reasonable, taking into consideration Regional standards and needs. In making this determination, reference may be made to the Regional Human Resources Plan and in particular to the situation of the Amalgamated Hospital (Ottawa).

## **ARTICLE Q – VOLUNTARY PART-TIME BENEFITS**

### **Q.1 Voluntary Part-time Benefits**

- (a) The Employer agrees to provide regular part-time nurses who regularly work a minimum of fifteen (15) hours per pay period, the opportunity of voluntary participation in group health and welfare benefit programs set out in Article 17, limited to any and all of the following: extended health, semi private hospitalization, dental and voluntary life insurance. Life Insurance is restricted to an individual voluntary flat life insurance plan of ten thousand dollars (\$10,000). It is understood and agreed that the regular part-time nurses who participate will assume one hundred percent (100%) of the monthly premiums.
- (b) Any regular part-time nurse who participates will provide payment of the premiums through the payroll deduction process. If the regular part-time nurse has no earnings, or insufficient earnings, in the pay period in which the premiums are normally deducted, the amount owing will be deducted from the subsequent pay. In the event that there are still insufficient earnings in the subsequent pay to cover 100% of the premiums, the nurse will provide the Hospital with a cheque for the required amount. Failure to provide full payment within three (3) pay periods in accordance with this provision may result in discontinuation of benefits.
- (c) If a regular part-time nurse's coverage under a spouse's or partners health and dental coverage terminates, the regular part-time nurse is eligible for coverage under CHEO's group benefit plan provided that he or she applies within thirty-one (31) days of the date that the coverage ended. The nurse shall provide evidence to CHEO of the termination of coverage with her application to enrol.
- (d) If a regular part-time nurse wishes to apply for coverage subsequent to the thirty-one (31) day period in (c), she/he will be required to provide satisfactory evidence of insurability and to be qualified in accordance with that evidence.

- (e) The Employer will notify the Union of any change to the benefit costs to nurses.

## **ARTICLE R – CHANGE OF STATUS**

- R.1 Following the appropriate notification to the Director, prior to commencing pregnancy or parental leave of absence, the Registered Nurse will report to the Human Resources Department to discuss the administration of her benefit plans during the leave of absence. The Payroll Office will make the appropriate monthly premium billing arrangements for the continuance of benefit plans during the leave of absence, and provide a Record of Employment for Employment Insurance purposes.
- R.2 It shall be the sole responsibility of the Registered Nurse to keep the Human Resources Department advised, in writing, of change of marital status, change of name and change of dependant status.

## **ARTICLE S – REPLACEMENT OF STAFF**

- S.1 For efficient replacement of staff, Registered Nurses are requested to submit a letter of resignation to their Director two (2) weeks in advance of the date of resignation.
- S.2 A Registered Nurse leaving the Hospital shall be paid all money owed to her by the Hospital within fourteen (14) calendar days of her last day worked.

In cases of urgency, a special request to Payroll to have the funds available earlier than fourteen (14) calendar days will be given every consideration.

## **ARTICLE T – STANDBY**

- T.1 Standby
  - (a) The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.
  - (b) The Hospital will provide at least ninety (90) days notice prior to the implementation of a new standby rotation. Either party may refer the proposed rotation to the SRT for review.



- (c) Scheduled standby assignments will be distributed equitably amongst the registered nurses in any unit utilizing standby, provided that they are capable of performing the work.
- T.2 Standby assignments shall be posted at the same time as regular work schedules. Registered nurses shall be permitted to exchange their standby assignments in accordance with the shift exchange protocol.
- T.3 Registered nurses scheduled for standby shall be provided with appropriate modes of hospital issued communication (e.g. cell phone or pagers).
- T.4 The Hospital will endeavour to make available sleeping quarters for registered nurses scheduled for standby.
- T.5
- (a) Where a nurse is called in from standby, or whose shift is extended into his/her standby period, and works beyond midnight (24:00) will not be required to return to regular duties at the Hospital without twelve (12) hours of time off. Such nurse will receive pay at their straight time rate for the portion of the next regularly scheduled shift, if any, which falls within the twelve (12) hour rest period between the time the nurse leaves and returns to the Hospital.
  - (b) Where a portion of the nurse's next regularly scheduled shift falls within the twelve (12) hour rest period, then subject to operational requirements, the nurse may request permission to take the remainder of this shift using banked credits (e.g. vacation, OT) or without pay.
  - (c) The Nurse shall not report to work until after the 12 hour period has ended, unless she/he is specifically requested by the employer to do so and agrees. In the event the employer makes such a request and the nurses agrees, she/he shall be paid one and one half (1½) times her regular rate for all hours worked that fall within the 12 hour period.

## **ARTICLE U – MISCELLANEOUS**

- U.1 Copies of this Agreement in either French or English will be provided to each Registered Nurse covered by this Agreement by the Union and the cost of the translation and the printing will be shared by the Hospital and Union. It is agreed that the official administrative and interpretative language of the contract shall be English.
- U.2 The Hospital will provide bulletin board space for the purpose of posting notice regarding meetings and other information and otherwise restricted to Union matters. All special notices must be signed by a member of the Union executive and submitted to the Human Resources Department for approval prior to being posted and such approval shall not be unreasonably withheld.

- U.3 The Hospital will pay its Registered Nurses by direct deposit every second Friday, and will distribute the notices of deposit electronically with the following information: initial of the wage earner, date of the pay period, deductions made, the number of working hours both regular and overtime, tour differential and responsibility pay.
- U.4 Any omission of two hundred dollars (\$200.00) or more from a Registered Nurse's paycheque due to an error on the part of the Hospital shall be paid to the Registered Nurses within three (3) payroll department business days from the time that she brings this matter to the attention of the payroll department. Any omission caused by the failure of the Registered Nurse to provide a float slip will be corrected on the next direct deposit date.
- U.5 All correspondence arising out of or incidental to this Collective Agreement shall pass between the HR Director or designate and the Bargaining Unit President, unless as otherwise herein specified.
- The Hospital will ensure all disciplinary correspondence provided to members and all correspondence arising from Articles 13.03, 13.04 and 13.05 of the Collective Agreement will be copied to the Bargaining Unit President.
- U.6 The Hospital shall provide one lounge for the use of the Registered Nurses.
- U.7
- (a) The Bargaining Unit President and Vice President - Grievances of the Local will be provided with access to the Hospital Electronic Mail System so that they can send and receive messages related to their Union duties.
  - (b) The Union will provide the Hospital with a locking "ONA mailbox" which will be used for receipt of Union correspondence from their members and/or the Hospital as required. This shall be located in a mutually satisfactory area (e.g. Nurses' Lounge).
  - (c) The Union will have access to room bookings through the Hospital's electronic booking system, for meetings with a grievor(s) when necessary to hold such meetings on Hospital premises. Availability will be subject to the usual Hospital rules regarding priorities.
- U.8 Written feedback by bargaining unit members will not be used in performance evaluations.
- U.9 The Hospital shall provide nurses working in the OR, PACU/DCS, Cath Lab, Medical Imaging and Dialysis Units with scrubs. The Hospital shall launder these scrubs at no cost to the nurse. It is understood that scrubs provided by the Hospital shall remain on Hospital premises at all times.

**ARTICLE V – ELECTRONIC GRIEVANCE FORMS**

- V.1
- (a) The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
  - (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
  - (c) Electronic grievances may be sent, via email, to Human Resources, or the identified designate.
  - (d) The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
  - (e) The Union undertakes to have a copy of the electronic version signed by the grievor and deliver it to Human Resources.
  - (f) 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 W – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM**

- W.1
- (a) The parties agree to use the electronic version of the ONA Professional Responsibility Workload Report Form at Appendix 6 of the Hospital Central Agreement.
  - (b) The parties agree that hard copies of the electronic Form are valid for purposes of Article 8 of the Hospital Central Agreement.
  - (c) The Employer will make the electronic PRWRF available to nurses by posting it on the Employer's intranet and in the Staff Portal on the Employer's website.
  - (d) Nurses will make every reasonable effort to submit PRWRFs via mail, to the applicable manager or designate and to the Union.
  - (e) Electronic typed signatures will be accepted as the original signatures.
  - (f) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should it proceed to the Professional Responsibility Workload process, or to Mediation/Independent assessment Committee Hearing.

**ARTICLE X – NURSE PRACTITIONER/RNEC (REGISTERED NURSE EXTENDED CLASS), NURSE EDUCATORS, ADVANCED PRACTICE NURSES**

- X.1
- (a) Full-time Nurse Practitioner/RNEC, Nurse Educator or Advance Practice Nurse will be scheduled a minimum of one thousand nine hundred and fifty (1,950) hours in a calendar year and their normal weekly hours of work shall be as set out in Article 13 and Article D of the Collective Agreement.
  - (b) Nurse Practitioner/RNEC, Nurse Educators and Advance Practice Nurses will self-schedule and due to the nature of the work there will be flexible scheduling of hours in accordance with their workload. Nurses in these classifications will adjust their schedule, in consultation with their supervisor, to compensate for the variations in the workload. Such flexible schedule will not result in premium pay under the scheduling provisions contained at Appendix 5 of the Collective Agreement.
  - (c) Any hours deemed overtime will be compensated as per Article 14 and Appendix 5 of the Collective Agreement.

## LETTER OF UNDERSTANDING

### Re: Defining Characteristics of Self-Scheduling

Self-Scheduling is the process by which nurses on a unit collectively determine and implement the work schedule. Self-Scheduling is a dynamic process that changes with the needs of the unit and the needs of the nurses participating. Good communication and strong commitment are essential to the success of self-scheduling.

#### Advantages:

- Fosters an improvement in quality of work life by increasing staff control over their work schedule. Allows nurses to better meet the demands of their personal life
- Reduces staff turnover and increases job satisfaction
- Increases the awareness of the complexities of staffing and fosters team spirit and cooperation between staff and management
- Decreases absenteeism

#### Disadvantages:

- Additional demand on time required to complete the work schedule

#### What self-scheduling means:

- Individual employees, with the support of the facilitators take responsibility for generating the unit schedule and covering the needs of the unit
- Employees are grouped and select shifts in turns
- Employees can negotiate with their peers to make changes
- Hospital policies and collective agreements are respected

#### What self-scheduling does NOT mean:

- Nurses always get the shifts that they want
- Nurses always get the time off that they want
- Full-time and part-time nurses don't get their allocation of hours
- Nurses can choose not to work nights, weekends and stat holidays
- Supervisors and Managers can abandon all responsibility for scheduling

## **LETTER OF UNDERSTANDING**

### **Re: Scheduling Review Team**

The parties agree that in the event scheduling issues or requests arise in a particular “Work Unit”, a unit specific Scheduling Review Team (SRT) may be convened by the parties to review and advise on the scheduling issue(s).

The SRT is a means of collaborating on scheduling issues and acts in a “review and advisory” capacity.

The following are examples of scheduling issues or requests that may be reviewed by the SRT:

- Issues related to the implementation or discontinuation of Innovative Scheduling as defined by Article F in the local collective agreement
- Issues or concerns related to proposed schedules such as compliance to Article D & E Scheduling Provisions, and any other scheduling provisions in the collective agreement

The working group will consist of the Bargaining Unit President (or designate), a representative member selected by ONA from the impacted Work Unit, the Manager of the impacted Work Unit (or designate), the Staffing Office Manager (or designate), the Labour Relations Manager (or designate) and the ONA Labour Relations Officer (or designate).

Either party to this agreement can request the formation of a unit specific SRT. The work of such SRT will be time limited and focused on a particular issue(s). The SRT will convene within 2 weeks of a request and determine resolution within 6 weeks of the issue or request. The 6 weeks may be extended upon mutual agreement.

## LETTER OF UNDERSTANDING

### **Re: Registered Nurse Professionalism in the Workplace**

The parties acknowledge the significant role Registered Nurses play in the delivery of high quality healthcare. We also recognize that it is important for patients and staff to be able to readily identify Registered Nurses who are widely disbursed throughout the hospital.

The parties will jointly promote the professional image and identity of Registered Nurses and the Hospital Association Committee will develop plans within the hospital to do so.

## LETTER OF UNDERSTANDING

### **Re: Transport Team**

1. Where the duties of a nurse on the Transport Team extend beyond the nurse's regularly scheduled shift, the nurse will be permitted to leave the Hospital in order to allow for a twelve (12) hour rest period between the end of the extended shift and the commencement of the nurse's next regularly scheduled shift. Such nurse will receive pay at their straight time rate for the portion of the next regularly scheduled shift, if any, which falls within the twelve (12) hour rest period between the time the nurse leaves and returns to the Hospital.
2. Where a portion of the nurse's next regularly scheduled shift falls within the twelve (12) hour rest period, then subject to operational requirements, the nurse may request permission to take the remainder of this shift using banked credits (e.g. vacation, OT) or without pay.

## LETTER OF UNDERSTANDING

### **RE: Superior Conditions**

The Parties hereto understand and agree to the following regarding "Care/Special Leave" and "Transportation and Mileage":

1. These superior conditions are limited to employees who were transferred via sale of business from HCCSS in September 2021.
2. At such time that all the employees transferred from HCCSS, have retired, resigned or otherwise left the organization on a permanent basis, the parties agree these superior provisions will be null and void.

## LETTER OF UNDERSTANDING

### Re: Critical Care Flex Team

The parties hereto understand and agree to the following with respect to the creation of Composite positions between the Neonatal Intensive Care Unit (NICU) and the Pediatric Intensive Care Unit (PICU), to be known as the Critical Care Flex Team:

1. The Employer will post and fill nine (9) permanent full-time (1.0 FTE) and two (2) permanent part-time (0.4 FTE) Critical Care Flex Team positions. These positions will be posted in accordance with Article 10.07 of the Collective agreement. The posting will outline the requirement to work in both units.
2. For the purposes of vacation, leaves of absence, lay-off or any other seniority or service entitlement under the collective agreement the Critical Care Flex Team shall be treated as a separate unit to that of the NICU and PICU.
3. The utilization of the Critical Care Flex Team will not have a negative impact on the scheduling of nurses in NICU or PICU.
4. Assignment of Critical Care Flex Team Nurses

a. Straight-time Shift Assignments

Critical Care Flex Team Nurses may be assigned unfilled shifts at straight-time rates of pay:

- i) At the time the schedule is posted, after Unit nurses have been pre-booked to their commitment and based on their availability for additional shifts in accordance with Articles D.8 of the Collective Agreement
- ii) At the time the schedule is posted if the Hospital has not been able to fill the shifts with Unit nurses after completing the process under Article E.3 of the Collective Agreement
- iii) After the schedule has been posted, after Unit nurses have been offered the additional shifts, in accordance with Article D.8 of the Collective Agreement

b. Overtime/Premium Pay Shift Assignments

- i) When the Hospital is unable to fill shifts at straight-time rates of pay, overtime shifts will be offered to Unit nurses in accordance with Article D.9 before offering the overtime shifts to Critical Care Flex Team Nurses.
6. The utilization of the Critical Care Flex Team shall not cause the short term or long term layoff of any nurse covered by the collective agreement or a reduction in the scheduled hours of full-time or regular part-time nurses in NICU and PICU.
  7. In the event that there is a need to reassign an RN working in either PICU or NICU, Article G will apply in its entirety except as amended below:

Pursuant to Articles 10.07 (g) and 10.08 (a), the parties agree that in the event that a



nurse is reassigned from one unit to another, the following order will apply providing first that patient care needs are being met:

- (a) Volunteers – Unit Nurses or Critical Care Flex Team Nurses
  - (b) The least senior Nurse on the Critical Care Flex Team, regardless of his/her status and provided the Nurse is qualified to perform the available work.
  - (c) The least senior Unit Nurse, regardless of his/her status and provided the Nurse is qualified to perform the available work.
8. To ensure quality patient care, Critical Care Flex Team Nurses will receive orientation to both NICU and PICU and will be offered in-service opportunities provided to both areas.
9. The Master schedule will provide for approximately an equal number of shifts in both NICU and PICU. Critical Care Flex Team Nurses may be temporarily scheduled for their full point code in only one unit until their training for both units is complete.
10. Upon establishment of an initial group of new hires, RNs will choose their new master schedule on the basis of seniority in accordance with Article D.5 of the Collective Agreement. Nurses hired in subsequent recruitment efforts will choose from vacant lines and where more than one new hire exists at a time, choosing will occur on the basis of seniority. For greater certainty, Full-Time RNs will be required to select a full-time line and part-time RNs will be required to select a line with a point code equivalent.

Dated at Ottawa, Ontario this 27th day of November, 2023.

**FOR THE EMPLOYER**

**FOR THE UNION**

Stephanie White

Jenny Hodgins

Tara Gallagher

Karen McCoy

Adam Lamoureux

Thomas Tsuji

Naomi Thick

Jennifer Andrews

Linda Larkin

Lisa Gault

Meagan Stewart