

COLLECTIVE AGREEMENT

Between:

COLLINGWOOD GENERAL AND MARINE HOSPITAL
[Hereinafter referred to as the "Hospital"]

And:

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

Expiry Date: June 7, 2021

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE L</u>
APPENDIX 3.....	1
SALARY SCHEDULES	1
APPENDIX 4.....	4
APPENDIX OF SUPERIOR BENEFITS	4
APPENDIX 5.....	6
APPENDIX ON LOCAL ISSUES.....	6
ARTICLE A - RECOGNITION AND DEFINITIONS	6
ARTICLE B - MANAGEMENT RIGHTS	6
ARTICLE C - COMMITTEES AND REPRESENTATIVES.....	6
ARTICLE D - SCHEDULING REGULATIONS.....	7
ARTICLE E - PAID HOLIDAYS	13
ARTICLE F – VACATIONS	14
ARTICLE G - SENIORITY LIST	16
ARTICLE H - UNION LEAVE	16
ARTICLE I - BULLETIN BOARD	16
ARTICLE J - PRE-PAID LEAVE PLAN	16
ARTICLE K – MISCELLANEOUS	16
ARTICLE L - JOB SHARING.....	18
ARTICLE M – OVERTIME	19
SIGNING PAGE.....	20
LETTER OF UNDERSTANDING FOR UNIFORM ALLOWANCES AND I.C.U. NURSES.....	21
LETTER OF UNDERSTANDING FOR REDUCED FULL-TIME (RFT) POSITIONS.....	22
LETTER OF INTENT FOR 2 DAY/2 NIGHT SCHEDULING AGREEMENT	24
LETTER OF UNDERSTANDING FOR CHANGE IN MASTER ROTATION	26
LETTER OF UNDERSTANDING FOR TEN HOUR TOURS	27
LETTER OF UNDERSTANDING FOR STANDBY OPERATING ROOM/PACU.....	28

APPENDIX 3**SALARY SCHEDULES**

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

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

Classification - Registered Nurse		
Step	April 1, 2020	April 1, 2021
Start	\$33.56	\$33.90
1 Year	\$33.72	\$34.06
2 Years	\$34.28	\$34.62
3 Years	\$35.98	\$36.34
4 Years	\$37.67	\$38.05
5 Years	\$39.79	\$40.19
6 Years	\$41.94	\$42.36
7 Years	\$44.08	\$44.52
8 Years	\$47.22	\$47.69
25 Years	\$48.05	\$48.53

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

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

Applicable straight time hourly rate + 13%.

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

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

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

APPENDIX 3

SALARY SCHEDULES

Classification – Graduate Nurse		
Step	April 1, 2020	April 1, 2021
Start	\$30.61	\$30.92

APPENDIX 4

APPENDIX OF SUPERIOR BENEFITS

ARTICLE 20 – SICK LEAVE

20.12 Sick Leave Credits Payout on Termination of Employment

Employees with more than five (5) years service but less than ten (10) years of service, who terminate their services for any reason, excluding discharge for just cause, will be permitted to cash out thirty-three and one third percent (33 1/3%) of their sick leave credits.

Employees with more than ten (10) years of service who terminate their services for any reason, excluding discharge for just cause, will be permitted to cash out fifty percent (50%) of their sick leave credits.

Employees who retire under any of the terms of the Hospitals of Ontario Pension Plan will be able to cash out fifty percent (50%) of their sick leave accumulated credits.

APPENDIX 5

LOCAL ISSUES

Between:

COLLINGWOOD GENERAL AND MARINE HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

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

APPENDIX 5

APPENDIX ON LOCAL ISSUES

ARTICLE A - RECOGNITION AND DEFINITIONS

A - 1 The Hospital recognizes the Ontario Nurses' Association as the bargaining agent of all registered and graduate nurses employed in a nursing capacity by The Collingwood General and Marine Hospital in Collingwood, Ontario, save and except managers and persons above managers.

ARTICLE B - MANAGEMENT RIGHTS

B - 1 The Union acknowledges that it is the exclusive right of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off, recall and suspend or otherwise discipline nurses for just cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that a nurse has been unjustly discharged, suspended or otherwise disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
- (c) establish and enforce reasonable rules and regulations to be observed by the nurses but before altering such rules and regulations, the Hospital will discuss same with the Union and give the Union the opportunity of making representation with respect to such proposed alterations;
- (d) generally to manage and operate the Hospital in all respects in accordance with its obligations and, without restricting the generality of the foregoing, to determine the kinds and locations of machines and equipment to be used, the allocation and number of nurses required from time to time and the standards of nursing performance for all nurses.

B - 2 The foregoing rights shall be exercised only in a manner consistent with the provisions of this Agreement.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C - 1 Union Representatives

The Hospital will recognize seven (7) Union Representatives, one (1) from each of the following units of the Hospital:

Emergency Department/Ambulatory Care
Intensive Care Unit
Medical Unit

Surgical/Obstetrics Unit
Dialysis Unit
Operating Room/Recovery Room/PAC Unit/Surgical Day Unit

The Union will provide the Hospital with a current list of Union representatives upon any change in its representatives.

C - 2 Negotiating Committee

There will be a Negotiating Committee of not more than three (3) nurses.

C - 3 Grievance Committee

There will be a Grievance Committee of not more than three (3) nurses.

C - 4 Hospital-Union Committee

There shall be a Hospital-Union Committee comprised of three (3) representatives of the Hospital, one (1) of whom shall be a senior manager responsible for nursing service or her/his designate and three (3) representatives of the Union, one (1) of whom shall be the Bargaining Unit President or her/his designate.

C - 5 Union Interview

The Union will be allowed a reasonable amount of time to interview newly employed nurses during their general Hospital orientation program.

C - 6 Professional Development Committee

In accordance with Article 9.02, the committee should be comprised of not more than three (3) representatives of the Hospital and three (3) representatives of the Union.

ARTICLE D - SCHEDULING REGULATIONS

D - 1 (a) The Hospital will continue the current practice of scheduling every other weekend off.

A nurse will receive premium payment in accordance with Article 14.03 for all hours worked on a third consecutive and subsequent weekend save and except where:

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

- (iv) Such weekend results from the Hospital offering a full tour of seven and one-half (7.5) hours or more, after the posted schedule and the nurse chooses to accept less than seven and one-half (7.5) hours of that tour that trip premium payment, as per Article 14.03. It is agreed that all nurses will be offered the full tour before a nurse will be permitted to work less than seven and one-half (7.5) hours.
- (b) A weekend shall begin at 2000 hours on the Friday till 0700 on Monday for seven point five (7.5) hour tours and 1900 Friday for extended tours until 0700 Monday.

For purposes of evening premium in Article 14.10 evening premium will be paid only if the majority of hours are worked between 1500 and 2400 on the Friday shift.
- (c) The Hospital will endeavour to ensure that regularly scheduled days off shall be consecutive.

D - 2

Scheduling Regulations

- (a) A request by a nurse for a change of scheduled working hours must be submitted via the electronic form with the nurse willing to exchange tours identified, prior to the shift affected. Such change initiated by the nurse will not result in additional cost to the Hospital. All changes must be approved by the Nurse Manager or designate. Such request shall not be unreasonably denied.
- (b) The Hospital will not schedule split tours. Nurses will be permitted to take part tours off with the approval of the Manager. Violation of this Article will be compensated by premium payment, as defined in Article 14.03.

Replacement shifts for this purpose will not result in premium payment.
- (c) Schedules shall be posted four (4) weeks in advance and shall cover at least a six (6) week period. Requests for time off will be submitted six (6) weeks in advance of the posting of the schedule. Requests received between two (2) to six (6) weeks prior to the posting of the schedule may be considered at the discretion of the manager. Changes to the posted schedule will be discussed with the affected nurse. The parties agree F-1 (p) applies.
- (d) The Hospital will consider requests for permanent evening or night tours. Application shall be submitted to the manager and the Union will be informed of all such agreements. Upon the RN vacating the line the permanent evening or night line will be discontinued.
- (e) A period of at least sixteen (16) hours will be scheduled between shifts worked by a nurse unless a lesser period of time is mutually agreed upon between the nurse and her/his immediate supervisor. Following a night shift, a period of at least forty-eight (48) hours will be scheduled off prior to

scheduling a day shift. Violation of this Article will be compensated by premium payment, as defined in Article 14.03.

- (f) Nurses will not be scheduled to work more than seven (7) consecutive 7.5 hour shifts. Violation of this Article will be compensated by premium payment, as defined in Article 14.03.
- (g) At least forty-eight (48) hours time off shall be scheduled following a block of tours for regular full-time and regular part-time nurses. A "block of tours" is defined as two (2) or more. A violation of this Article will be compensated by premium payment, as defined in Article 14.03.

FULL-TIME ONLY

- (h) Not more than two (2) consecutive weeks will be scheduled on evenings or nights unless otherwise mutually agreed. However it is understood that neither full-time nor part-time nurses will be required to change shifts more than once during a work week. Violation of this Article will be compensated by premium payment, as defined in Article 14.03.

FULL-TIME ONLY

- (i) The Hospital will endeavour to schedule at least one half (½) of a nurse's tours on the day shift. Violation of this Article will be compensated by premium payment, as defined in Article 14.03.

- (j) FULL-TIME ONLY

A nurse will be scheduled off at least four (4) days in any two (2) week period including at least one (1) period of two (2) consecutive days. Split days off will be scheduled by mutual consent. Violation of this Article will be compensated by premium payment, as defined in Article 14.03.

- (k) These regulations may be waived between December 20th and January 5th so that nurses will receive five (5) or more consecutive days off at either Christmas or New Year's in alternating years. Christmas time off will include December 24th, December 25th and December 26th and New Year's time off will include December 31st and January 1st. The Hospital will give six (6) weeks' notice to nurses of Christmas and New Year's time off. This provision shall not apply to any unit in which nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.

In the event that there is an opportunity to provide both Christmas and New Year's off, it will be awarded based on seniority on a rotational basis within the unit.

D - 3

Scheduling - Extended Tour

- (a) If, at any time, either the Hospital or sixty percent (60%) or more of the nurses on a unit request the implementation or discontinuance of the

extended tour system, then notice to implement or terminate the extended tour arrangement can be given by either party.

- (b) When notice of implementation or termination is given:
 - i) the parties shall meet within two (2) weeks of the giving of notice to review the implementation or discontinuation; and
 - ii) where it is determined that extended tours will be implemented or discontinued, affected nurses shall be given a minimum of four (4) weeks notice before the schedules are so amended.
- (c) A request by a nurse for a change of scheduled working hours must be submitted via the electronic form, with the nurse willing to exchange tours identified, prior to the shift affected. Such change initiated by the nurse will not result in additional cost to the Hospital. All requests must be approved by the Nurse Manager or designate. Such request shall not be unreasonably denied.
- (d) The Hospital will not schedule split tours. Nurses will be permitted to take part tours off with the approval of the Manager.

Replacement shifts for this purpose will not result in premium payment.

- (e) Schedules will be posted four (4) weeks in advance and shall cover at least a six (6) week period. Requests for time off will be submitted six (6) weeks in advance of the posting of the schedule. Requests received between two (2) to six (6) weeks prior to the posting of the schedule may be considered at the discretion of the manager. Changes to the posted schedule will be discussed with the affected nurse. The parties agree F-1 (p) applies.
- (f) No more than three (3) consecutive extended tours shall be scheduled per week, unless requested by the nurse. Violation of this Article will be compensated by premium payment, as defined in Article 14.03.
- (g) Following a night shift, a period of at least forty-eight (48) hours will be scheduled off prior to scheduling a day shift. Violation of this Article will be compensated by premium payment, as defined in Article 14.03. The parties agree D-2 (h) applies.
- (h) FULL-TIME ONLY

Where a nurse normally rotates shifts, the Hospital will endeavour to schedule at least one-half ($\frac{1}{2}$) of her/his tours on the day shift.

At least forty-eight (48) hours time off shall be scheduled following a block of tours, for regular full-time and regular part-time nurses, unless mutually agreed otherwise. A "block of tours" is defined as two (2) or more. Violation of this Article will be compensated by premium payment, as defined in Article 14.03.

(i) FULL-TIME ONLY

Not more than two (2) consecutive weeks will be scheduled on nights, unless requested by the nurse. However it is understood that neither full-time nor part-time nurses will be required to change shifts more than once during a work week. Violation of this Article will be compensated by premium payment, as defined in Article 14.03.

(j) The Hospital will continue the current practice of scheduling every other weekend off. Violation of this Article will be compensated by premium payment, as defined in Article 14.03.

(k) These regulations may be waived between December 20th and January 5th so that nurses will receive five (5) or more consecutive days off at either Christmas or New Year's in alternating years. Christmas time off will include December 24th, December 25th and December 26th and New Year's time off will include December 31st and January 1st. The Hospital will give six (6) weeks' notice to nurses of Christmas and New Year's time off. This provision shall not apply to any unit in which nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.

In the event that there is an opportunity to provide both Christmas and New Year's off, it will be awarded based on seniority on a rotational basis within the unit.

D - 4 Regular part-time nurses shall be available for work on the following basis:

- (a) Available on a pre-determined basis for at least twenty-two and one-half (22.5) hours per week.
- (b) Available to work two (2) weekends in four (4).
- (c) Available for work over the Christmas period (including Christmas Eve, Christmas Day, and Boxing Day), or New Year's period (including New Year's Eve and New Year's Day), on alternate years.
- (d) Available for work at least half ($\frac{1}{2}$) of the paid holidays in a calendar year; and of those for every other at least half ($\frac{1}{2}$) of the paid holidays falling in July, August, September and October.

D - 5 (a) Regular part-time nurses shall be scheduled up to their commitment in accordance with their seniority.

When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:

- (i) Nurses, who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital.

- (ii) A tour will be deemed to be offered whenever a call is placed or text is placed; nurses will be given the opportunity to select their preference.
 - (iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay.
 - (iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made.
 - (v) Provided they are qualified nurses may submit their availability to work additional tours to more than one (1) unit, if to do so is in accordance with existing Hospital practice.
- (b) Nurses in a part time job share role will not be offered shifts that fall on their job share line until all other non-premium pay options have been considered.
 - (c) Call in order on a unit will be as follows:
 - i) Part-time/Job share so long and (b) above does not apply;
 - ii) Casual
 - iii) Reduced Full Time; and
 - iv) Full-time

In following this order the following time lines will be adhered to when a shift is offered:

- within twelve (12) hours, the first response will be awarded the shift;
- within twenty-four (24) hours, twenty (20) minutes will be given for a nurse to respond before the next call is made;
- within forty-eight (48) hours, one (1) hour will be given prior to next call;
- More than forty-eight (48) hours, but less than a week, the wait time before next call will be three (3) hours;
- more than a week, twenty-four (24) hours.

D - 6

Where a nurse(s) is scheduled to work less than a normal tour (7.5 hours), the following shall apply:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
- (b) Nurses working tours of less than 7.5 hours shall be granted a paid rest period.
- (c) No part-time nurse will be scheduled solely on tour(s) which are comprised of less than seven and one-half (7.5) hours in any pay period, except where such arrangements are requested by the nurse.

(d) Short tours will be assigned fairly amongst all part-time nurses.

D - 7 Should the Hospital determine that offering shifts that will incur overtime is necessary, the Hospital will endeavour to offer such shifts on the basis of seniority.

D - 8 If the schedule has been posted when the vacation/stat/lieu/request is received, the nurse is responsible to arrange for coverage amongst the team as per the collective agreement prior to submitting the request in writing to the Manager for approval. The nurse will provide written verification of whom they have arranged for coverage. Requests for time off will not be unreasonably denied.

D - 9 Reassignment

Reassignment will be from the employee's home unit to any other unit as required by the Hospital. The Hospital and the Union agree to implement the following principles if such reassignment occurs

(a) The reassigned employee will be assigned to work with an experienced RN on the receiving unit. The reassigned employee will not be required to take a full assignment unless he or she possesses the appropriate knowledge, skill and judgement to practice on that unit.

ARTICLE E - PAID HOLIDAYS

E - 1 The following shall be recognized:

- | | |
|-----------------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Float Day |
| July 1st (Canada Day) | Christmas Day |
| Float Day | Boxing Day |

Two (2) float days are inclusive of the twelve (12) Holidays – the other 10 days are Ontario's statutory holidays. The float days only apply to full-time staff, and are added to FT staff banks in February of each year. The float days are subject to the hospital's vacation booking process.

Part-time staff shall be entitled to their employment anniversary date and birthday as holidays; should a nurse be scheduled to work on one of these dates, they shall notify their Manager in an effort to seek replacement.

E - 2 A nurse will be paid for all actual hours worked on a paid holiday.

E - 3 (a) When a nurse is scheduled to work the weekend contiguous to a paid holiday, the nurse will be scheduled to work the paid holiday;

(b) If a nurse is scheduled off the weekend contiguous to a paid holiday, she/he shall be scheduled off the paid holiday.

E - 4 FULL-TIME

When a nurse works on a holiday or when a holiday falls on a scheduled day off, compensating time off shall be scheduled concurrent with scheduled weekends off, vacation or at a mutually agreeable time.

E - 5 An employee may accumulate up to thirty-seven and one-half (37.5) hours of statutory lieu time and such time may be added to vacation or taken concurrently. Hours in excess of the thirty-seven and one-half (37.5) hours will be automatically paid out at the appropriate rate.

Note: A nurse can request up to seventy-five (75) hours of banked statutory lieu time for planned events where additional time-off is required. Requests will need to be made in writing and will include the reason for the request and the time-frame of the requested increase in banked time. Requests will require approval from the CNE and will not be unreasonably denied.

ARTICLE F – VACATIONS

F - 1 Summer Vacation Request Process (weeks of June 15 – Sept. 15)

- (a) A vacation calendar sheet used to identify potential vacation requests will be posted in each nursing unit for nurses to use for their own purpose at their own discretion.
- (b) Managers will schedule a date for each nurse in order of seniority to book vacation.
- (c) Each nurse will either meet face-to-face with the manager and document their request on a vacation request sheet or respond with their selection via email by 1:00 p.m. on their scheduled date to book vacation. A phone conversation with the manager will be acceptable as long as a confirmation email is also sent.
- (d) Managers will maintain an up-to-date vacation calendar in the hospital's shared scheduling folders; the calendar will include names in order of seniority, the vacation booked by each nurse and will show available vacation time. Nurses on each Unit have the Hospitals permission to print the schedule and post the most current approved schedule if they choose. If the shared folders become unavailable the parties will agree to an alternative to the shared folders at the Hospital Association Committee.
- (e) This process will commence on February 1 and shall be completed by March 31.
- (f) Weeks must be booked before any days can be booked during the June 15 to September 15 period; a week is defined as Monday – Sunday.
- (g) All nurses are restricted to booking a maximum of two weeks between June 15 and September 15 and all selections are dependent on banked hours

(managers may approve requests subject to a projection of banked vacation).

- (h) Each nurse is responsible to view the available vacation and book accordingly.
- (i) Once a nurse submits their summer vacation request and it is approved, the selection is final.
- (j) Any nurse who misses their meeting for booking summer vacation will move down to the next spot on the seniority list; no other nurses shall be impacted for booking vacation by the delay of such nurse.
- (k) Any summer vacation weeks not booked after the scheduled dates are completed will be offered in order of seniority to any nurse who hasn't booked two weeks off in the summer. After that, remaining vacation weeks will be offered to nurses in order of seniority.
- (l) Any available single days available for vacation shall be identified as of April 1 and selection will be based on seniority up until April 15;
- (m) The completed and final version of the vacation calendar will be posted by April 15; which will include vacation booked from June 15 – Sept 15.
- (n) The summer work schedule will be posted by May 31 for the period June 15 to September 15; however, any extended absences or unfilled vacancies will lead to a revised schedule being posted subject to and in accordance with the collective agreement.
- (o) Any vacation after April 15 that is cancelled will be made available for a reasonable period of time, with the understanding that as much as two weeks is optimum to allow nurses to select said vacation by seniority.

F – 2 Vacation requests for all other times shall be submitted no later than six (6) weeks before the posting of the applicable schedule and such requests shall be granted in the order of the date of request and confirmed within two (2) weeks of the request.

F – 3 The date for determining vacation entitlement shall be the nurses service review date in accordance with Article 10.

F – 4 Prior to leaving on vacation, nurses shall be notified of the date, and time at which to report for work following vacation.

F – 5 For those not on a master rotation, the Hospital will endeavour to schedule off the weekend before and after a nurse's vacation. The Hospital will endeavour not to book on call the weekend before and after a nurse's vacation.

F – 6 Vacations may be taken as one (1) day or any multiple thereof.

F – 7 A week of vacation shall be defined as a calendar week.

F – 8 (a) FULL-TIME

Vacation credits may be taken as it is earned. A nurse may make a written request to the Hospital to take their earned vacation credits by the end of the fifteen (15) months following the end of the calendar year in which the vacation credit was earned. Such requests shall not be unreasonably denied.

(b) PART-TIME

Part-time nurses may if they so request have vacation time off in accordance with the Collective Agreement.

F – 9 A part-time nurse's vacation pay shall be paid with each pay.

ARTICLE G - SENIORITY LIST

G - 1 Seniority lists for nurses will be posted in January and July.

ARTICLE H - UNION LEAVE

H - 1 Leave of Absence for Union Business

Leave of absence for Union business shall be given up to an aggregate of sixty (60) days during the calendar year for all members of the bargaining unit, provided two (2) weeks notice, if possible, is given the Hospital. It is agreed that not more than three (3) nurses in total nor more than one (1) nurse per unit shall be absent on such leave at the same time. Where the aggregate total exceeds sixty (60) days requests will not be unreasonably denied.

ARTICLE I - BULLETIN BOARD

I - 1 The Hospital shall provide bulletin board space for the use of the Union. The bulletin board shall be located outside the conference room.

ARTICLE J - PRE-PAID LEAVE PLAN

J - 1 In the four over five year plan there will be a maximum of three (3) nurses per year. There shall be no more than one (1) nurse from each unit.

ARTICLE K – MISCELLANEOUS

K - 1 The Hospital will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury, sick leave exceeding twenty-one (21)

consecutive days or when a nurse goes on LTD. The information will be provided in an electronic list and updated on the 1st of every calendar month.

K - 2 When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.

K - 3 The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

K - 4 (a) Standby

Should the Employer require employees to be on standby in accordance with Articles 14.06 and 14.07, the standby shall be scheduled by:

- i) no employee shall be required to be on standby for two (2) or more succeeding weekends.
- ii) standby schedules shall be posted four (4) weeks in advance.

K - 5 The Hospital will continue to supply scrub/lab coats to those nurses who require them. Dialysis staff will receive up to one hundred dollars (\$100.00) per year in reimbursement for uniforms upon providing a receipt of purchase.

Note: Nurses currently receiving the one hundred dollars (\$100.00) for other Uniform Allowance will not receive this as additional reimbursement.

K - 6 Violence in the Workplace

(a) Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of his/her employment. It includes the application of force, threats with or without weapons and severe verbal abuse. The Hospital agrees that such incidents will not be condoned. Any nurse who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.

(b) The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.

(c) The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.

(d) The Hospital agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially

aggressive persons. This training will be done during a new employee's orientation and updated as required.

- (e) The Hospital, with the nurse's consent, will inform the Union within four (4) days of any nurse who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as possible.
- (f) The Hospital will reimburse for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.
- (g) The Hospital and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available through the employee assistance program to help victims recover from such incidents.

ARTICLE L - JOB SHARING

- L - 1 Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- L - 2 Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Nurse Manager of the Unit. The Nurse Manager of the Unit and Staffing office are to be informed as to what their shifts will be within one (1) week of the schedule being posted.
- L - 3 The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- L - 4 Each job sharer may exchange shifts with her/his partner, as well as with other nurses as provided by the Collective Agreement.
- L - 5 The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- L - 6 Coverage:
 - (a) It is expected that both job sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one (1) cannot cover the other, the Nurse Manager of the Unit must be notified to book coverage.
 - (b) Vacation, Pregnancy Leave, Prolonged or Extended Absences, and other Leaves pursuant to Article 11 of the Central Agreement:

In the event that one (1) member of the job sharing arrangements goes on any of the above leaves of absence the coverage will be negotiated with

the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

L - 7 Implementation:

- (a) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (b) An incumbent full-time nurse wishing to share her/his position may do so without her/his half [$\frac{1}{2}$] of the position being posted. The other half [$\frac{1}{2}$] of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (c) If one (1) of the job sharers leave the arrangement, their position will be posted in accordance with the criteria set out in the Collective Agreement and, where no replacement can be found, the parties will meet within two weeks to discuss the continuation of the job shared position.

L - 8 Discontinuation:

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

ARTICLE M – OVERTIME

M - 1 For nurses who choose to take time off in lieu of payment of overtime, the Nurse Manager will have such time, to a maximum of thirty-seven and one-half (37.5) hours, scheduled at a mutually agreeable time. Hours in excess of the thirty-seven and one-half (37.5) hours will be automatically paid out at the appropriate rate. However, if special circumstances exist, a nurse may make a written request to the Hospital to take time off in lieu of payment to a maximum of seventy five (75) hours. Such requests shall not be unreasonably denied.

Part-time nurses in the operating room may choose to take time off in lieu of payment of Overtime, they shall be permitted to bank up to thirty-seven and a half (37.5) hours to be used as they request. This shall be only used for occurrences for cancellation of time in the Operating Room.

M – 2 Regular part-time nurses will be permitted to bank overtime worked if they choose as per Article 14.09.

Any banked overtime as per Article 14.09 that is earned after April 1 of each year will be taken by March 31 of the following year. It is understood that this time can be requested to be paid out at the request of a nurse at any time. Any time over thirty-seven and one-half (37.5) hours will be automatically paid out.

SIGNING PAGE

Dated at Collingwood, Ontario, this 2nd day of February, 2021.

FOR THE EMPLOYER

FOR THE UNION

"D. Viljanmaa"

"J. Henley"
Labour Relations Officer

"E. Miller"

LETTER OF UNDERSTANDING FOR UNIFORM ALLOWANCES AND I.C.U. NURSES

Between:

COLLINGWOOD GENERAL AND MARINE HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

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

The Parties agree to the following terms and conditions:

- (a) Nurses employed with the Hospital prior to September 10, 2001 will continue to receive a uniform allowance in the amount of one hundred dollars (\$100.00) per year. The uniform allowance will be paid on March 31st of each year. Nurses not required to wear a uniform will not receive this allowance.
- (b) Nurses hired on or after September 10, 2001 will not receive a uniform allowance.
- (c) Nurses employed with the Hospital prior to September 10, 2001 will continue to receive, in addition to their hourly rate of pay, six cents (\$0.06) per hour for each hour worked in the I.C.U. Nurses will receive the payment on March 31st of each year.
- (d) Nurses hired on or after September 10, 2001 will not receive the additional six cents (\$0.06) per hour for each hour worked in the I.C.U.

Dated at Collingwood, Ontario, this 2nd day of November, 2007.

Dated at Collingwood, Ontario, this 2nd day of February, 2021.

FOR THE EMPLOYER

FOR THE UNION

"D. Viljanmaa"

"J. Henley"

Labour Relations Officer

"E. Miller"

LETTER OF UNDERSTANDING FOR REDUCED FULL-TIME (RFT) POSITIONS

Between:

COLLINGWOOD GENERAL AND MARINE HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

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

The Parties agree to the following guiding terms and conditions:

- (a) RFT positions will provide their availability for additional shifts above a .7 schedule, 4 weeks prior to the schedule being posted (specifically an indication of the number of additional shifts and dates they are available for. Availability for specific start times/shifts cannot be accommodated as part of this process). RFT will be scheduled for shifts above a .7 based on declared availability unless the availability provided does not meet the need of shift coverage; in which case the employer will speak directly to the nurse involved to discuss the required shift assignment(s). In cases where the Vice-President of Patient Services declares a staffing crisis there shall be notice provided to the Union prior to the implementation of a broad based shift schedule requirement that differs from the .7. The organizational announcement made by the Vice-President of Patient Services will constitute speaking directly to the nurse involved.
- (b) A reduced Full Time Nurse will work between 26.5 and 37.5 hours per week.
- (c) RFT positions are not eligible for job sharing.
- (d) Employees in temporary RFT positions will be notified as soon as possible on the reversion back to their original status.
- (e) Seniority will be calculated as set out in Article 9.06(a)
- (f) In accordance with Article 14, overtime will be paid if a nurse works more than 11.25 hours in a day or more than 75 hours in a 2-week period.
- (g) Benefits will be as set out in Article 17 of the Collective Agreement.

Re: Reduced Full-time (RFT) Positions
Page Two

- (h) Pension credits will be based on regular paid hours.
- (i) Vacation will be based on regular paid hours. Vacation requests will be granted in accordance with Article F of the collective agreement. Vacation time granted shall not result in the nurse working more shifts in the period of the schedule than would normally be worked minus the requested vacation.
- (j) Reduced Full time nurses will be on the Full time Seniority list.
- (k) Reduced Full Time Nurses will receive 12 Paid holidays as set out in Article 10.01 through to 15.07.
- (l) The Hospital will meet with the Union to discuss any discontinuation of Reduced Full Time positions.
- (m) There shall be no new Reduced full Time nurse positions created in any circumstances. The current existing reduced full-time positions in place as of the date of March 29, 2012 shall be remain in place, but will be terminated when the current incumbent moves to another status (e.g. regular full time), leaves the employ of the hospital or the parties otherwise agreed under sub-paragraph (l) above.

Dated at Collingwood, Ontario, this 4th day of June, 2009.

Dated at Collingwood, Ontario, this 2nd day of February, 2021.

FOR THE EMPLOYER

FOR THE UNION

"D. Viljanmaa"

"J. Henley"

Labour Relations Officer

"E. Miller"

LETTER OF INTENT FOR 2 DAY/2 NIGHT SCHEDULING AGREEMENT

Between:

COLLINGWOOD GENERAL AND MARINE HOSPITAL

[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION

[hereinafter referred to as the "Union"]

The Parties agree to implement 2 Day/2 Night scheduling subject to the following terms and conditions:

- (a) Nurses will not be required by the Hospital to work more than four (4) consecutive shifts. If a nurse works a fifth (5) consecutive tour, she/he will receive pay at time and one half if all obligations to the Hospital have been met.

In order to achieve one thousand nine hundred and fifty (1950) hours per year a nurse must work an additional 22.50 hours every nine weeks. The Master Rotation for the 2D2N schedule will be nine (9) weeks in duration. The Hospital will be responsible to book these shifts in addition to the nurse's regular rotation. These additional shifts will be marked on the schedule.

- (b) A nurse will receive premium payment in accordance with Article 14.15 for all hours worked on a weekend.

As per Article D-1 (b) of the Local Agreement:

A weekend shall begin at 2000 hours on the Friday till 0700 on Monday for seven point five (7.5) hour tours and 1900 Friday for extended tours until 0700 Monday.

For purposes of evening premium in Article 14.10 evening premium will be paid only if the majority of hours are worked between 1500 and 2400 on the Friday shift.

- (c) If a Nurse is required to work on a fourth (4th) and subsequent consecutive weekend, she/he will receive premium payment as defined in the Central Agreement for all hours worked on that weekend save and except where:

- i) Such weekend has been worked by the Nurse to satisfy specific days off required by such Nurse; or
- ii) Such Nurse has requested weekend work; or
- iii) Such weekend work is worked as the result of an exchange of shifts with another Nurse.

Re: 2Day/2Night Scheduling Agreement
Page Two

- (d) An agreement needs to be reached in accordance with Article 13.03 of the central agreement re: innovative unit schedules prior to implementing a 2 Day/2 Night rotation.

Signed and dated at Collingwood, Ontario, this 25th day of January, 2006.

Dated at Collingwood, Ontario, this 2nd day of February, 2021.

FOR THE EMPLOYER

FOR THE UNION

"D. Viljanmaa"

"J. Henley"

Labour Relations Officer

"E. Miller"

LETTER OF UNDERSTANDING FOR CHANGE IN MASTER ROTATION

Between:

COLLINGWOOD GENERAL AND MARINE HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

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

In the event of a proposed change in the master rotation in a department, the Hospital will email a copy of the proposed schedule to the Bargaining Unit President or designate, and all staff impacted for feedback and comments.

Dated at Collingwood, Ontario, this 9th day of August, 2012.

Dated at Collingwood, Ontario, this 2nd day of February, 2021.

FOR THE EMPLOYER

FOR THE UNION

"D. Viljanmaa"

"J. Henley"
Labour Relations Officer

"E. Miller"

LETTER OF UNDERSTANDING FOR TEN HOUR TOURS

Between:

COLLINGWOOD GENERAL AND MARINE HOSPITAL

[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION

[hereinafter referred to as the "Union"]

The parties have agreed to the following terms for implementation of ten (10) hour tours in the Endoscopy Clinic in the Operating Room for one full-time line subject to the following terms:

- (a) For employees working ten (10) hour shifts, a regular tour shall be 9.375 hours, exclusive of a total of thirty-seven and one-half (37 1/2) minutes unpaid meal time.
- (b) Work in excess of the hours in (a) above shall be paid at the rate of time and one-half (1 1/2) the nurses' straight time hourly rate.
- (c) No more than four (4) shifts identified in (a) above shall be worked in a seven (7) day period.
- (d) All other scheduling regulations in the central agreement and local issues shall apply.

Dated at Collingwood, Ontario, this 4th day of June, 2009.

Dated at Collingwood, Ontario, this 2nd day of February, 2021.

FOR THE EMPLOYER

FOR THE UNION

"D. Viljanmaa"

"J. Henley"
Labour Relations Officer

"E. Miller"

LETTER OF UNDERSTANDING FOR STANDBY OPERATING ROOM/PACU

Between:

COLLINGWOOD GENERAL AND MARINE HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

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

- (a) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit. Standby schedules shall be posted four (4) weeks in advance
- (b) The Hospital will inform all new hires of their obligation to take on-call shifts for any unit that has standby assignments.
- (c) Standby assignments will be distributed equitably amongst the employees in any unit utilizing standby as much as possible on each posted schedule.
- (d) Employees shall be permitted to exchange their standby assignments with a Registered Nurse who is qualified to perform the work.
- (e) A full-time employee will not be scheduled for standby on a scheduled day off or scheduled on a weekend off or the day preceding a requested day off, unless mutually agreed between the employee and the Hospital. Exception, the nurse scheduled to work Friday evening will be scheduled on-call/standby until Saturday morning.
- (f) The Hospital will make available suitable accommodation and or resting area for employees scheduled for standby.
- (g) Where a nurse has been called in to work from standby such nurse shall be allowed leave, without loss of earnings until she/he has eight (8) hours off, except where:
 - i) she or he does so by mutual agreement or;
 - ii) a nurse has started call-back within four (4) hours of the start of a scheduled shift – in this case Article 14.06 would apply.
 - iii) If the Hospital is unable to provide eight (8) hours of relief between the end of the time that the employee left the Hospital and the start of the next regular shift, or the nurse is called in more than four (4) hours from the start of the regularly scheduled shift the nurse shall be paid time and one half (1½) for the full shift.

Re: Standby Operating Room/PACU
Page Two

- (h) There will be three (3) designated and marked parking spots for nurses working on-call in the parking lot. Should there be an issue where the Hospital is adversely impacted by maintaining these parking spaces, the parties agree that they will meet to review and consider alternative solutions.

Dated at Collingwood, Ontario, this 9th day of August, 2012.

Dated at Collingwood, Ontario, this 2nd day of February, 2021.

FOR THE EMPLOYER

FOR THE UNION

"D. Viljanmaa"

"J. Henley"
Labour Relations Officer

"E. Miller"
