

COLLECTIVE AGREEMENT

Between:

ERIE SHORES HEALTHCARE
(hereinafter referred to as "the Hospital")

And:

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

Expiry: March 31, 2025

Table of Contents

	<u>Page</u>
APPENDIX 3 – SALARY SCHEDULE	1
APPENDIX 4 – SUPERIOR CONDITIONS	4
APPENDIX 5 – LOCAL PROVISIONS	6
ARTICLE A – RECOGNITION.....	6
ARTICLE B – MANAGEMENT RIGHTS	6
ARTICLE C – UNION COMMITTEES AND REPRESENTATIVES	7
ARTICLE D – SENIORITY LIST	11
ARTICLE E – LEAVE OF ABSENCE – UNION BUSINESS	11
ARTICLE F – PAID HOLIDAYS.....	12
ARTICLE G – EARNED LEAVE – VACATIONS.....	13
ARTICLE H – MISCELLANEOUS	15
ARTICLE I – STANDBY (Full-time and Regular Part-Time Nurses).....	17
ARTICLE J – HOURS OF WORK AND WORKING CONDITIONS.....	18
ARTICLE K – PART-TIME SCHEDULING	27
ARTICLE L – EXTENDED TOURS	31
ARTICLE M – PREPAID LEAVE	33
ARTICLE N – JOB-SHARING	34
ARTICLE O – INNOVATIVE SCHEDULES	36
ARTICLE P – WEEKEND SCHEDULES	36
ARTICLE Q – VOLUNTARY part-time & RETIREE BENEFITS.....	36
ARTICLE R – TEN HOUR TOURS.....	37
ARTICLE S – EXTENDED 2D2N ROTATIONS (FULL-TIME NURSES ONLY)	38
ARTICLE T – VIOLENCE PREVENTION AND CONTROL	40
ARTICLE U – ELECTRONIC GRIEVANCE AND PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM.....	41
LETTERS OF UNDERSTANDING	43
RE: VARIATIONS TO NORMAL TOURS OF DUTY.....	43
RE: COMPOSITE POSITIONS	43
RE: NURSE PRACTITIONERS – EMERGENCY DEPARTMENT	44
RE: BARGAINING UNIT PRESIDENT SCHEDULE	45
RE: VACATION SELECTION PROCESS.....	46
RE: VACATION QUOTA	46
RE: NURSE PRACTITIONER – RECENTLY RELATED EXPERIENCE CREDIT	47
APPENDIX A – ONA SCHEDULES POSTING REQUIREMENTS	48

APPENDIX 3 – SALARY SCHEDULE

Registered Nurse

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

Nurse Practitioner

	Effective April 1, 2023 New Grid	Effective April 1, 2023 (+3.5%)	Effective April 1, 2024 (+3%)
Start	55.17	\$57.10	\$58.82
1 Year	57.58	\$59.59	\$61.38
2 Years	58.90	\$60.97	\$62.81
3 Years	61.37	\$63.52	\$65.43
4 Years	64.06	\$66.30	\$68.30
5 Years	66.64	\$68.98	\$71.05
6 Years			
7 Years			
8 Years	66.87	\$69.21	\$71.28

Charge Nurse/Discharge Planner/Clinical Resource Nurse/Professional Practice Leader

	Effective April 1, 2023 New Grid	Effective April 1, 2023 (+3.5%) Including 19.04(d)	Effective April 1, 2024 (+3%)
Start	38.22	\$41.93	\$43.19
1 Year	39.15	\$42.88	\$44.17
2 Years	40.14	\$43.86	\$45.18
3 Years	41.94	\$45.65	\$47.02
4 Years	43.82	\$47.52	\$48.95
5 Years	46.02	\$49.70	\$51.19
6 Years	48.29	\$51.98	\$53.54
7 Years	50.75	\$54.38	\$56.01
8 Years	54.73	\$58.37	\$60.12

Patient Educator/Mental Health Resource Nurse

	Effective April 1, 2023 New Grid	Effective April 1, 2023 (+3.5%)	Effective April 1, 2024 (+3%)
Start	37.76	\$39.08	\$40.25
1 Year	38.69	\$40.05	\$41.26
2 Years	39.66	\$41.06	\$42.30
3 Years	41.46	\$42.91	\$44.20
4 Years	43.31	\$44.82	\$46.17
5 Years	45.48	\$47.08	\$48.49
6 Years	47.74	\$49.41	\$50.89
7 Years	50.14	\$51.89	\$53.45
8 Years	54.10	\$56.00	\$57.68

Registered First Assist Nurse

	Effective April 1, 2023 New Grid	Effective April 1, 2023 (+3.5%)	Effective April 1, 2024 (+3%)
Start	42.42	\$43.90	\$45.22
1 Year	43.53	\$45.05	\$46.41
2 Years	44.58	\$46.14	\$47.53
3 Years	46.58	\$48.21	\$49.66
4 Years	48.67	\$50.37	\$51.89
5 Years	51.10	\$52.89	\$54.48
6 Years	53.66	\$55.54	\$57.21
7 Years	56.34	\$58.31	\$60.06
8 Years	60.79	\$62.92	\$64.81

Lead Nurse Practitioner

	Effective April 1, 2023 New Grid	Effective April 1, 2023 (+3.5%)	Effective April 1, 2024 (+3%)
Start	57.52	\$61.10	\$62.93
1 Year	60.26	\$63.59	\$65.50
2 Years	61.77	\$64.97	\$66.92
3 Years	64.75	\$67.52	\$69.55
4 Years	68.00	\$70.38	\$72.50
5 Years	71.16	\$73.66	\$75.87
6 Years			
7 Years			
8 Years	71.52	\$74.03	\$76.25

NOTE: The differential between the Registered Nurse and Nurse Practitioner wage rate is (n + 20%).

Effective April 1, 2018, the Clinical Resource Nurse rate will be the RN rate plus responsibility pay as per 19.04 (d).

The differential between the Registered Nurse and Charge Nurse, Discharge Planner, and Clinical Resource Nurse wage rates is (n + 4.21%). – In effect April 1, 2018.

Effective January 1, 2018 – Charge Nurse rates will be as illustrated in above schedule. (RN rate plus responsibility pay 19.04 (d)) Charge Nurse / PN assignments will be equitably rotated amongst qualified volunteers in any particular unit.

The differential between the Registered Nurse and Patient Educator, and Mental Health Resource Nurse wage rates is (n + 3%).

The differential between the Registered Nurse and Registered Nurse First Assistant wage rates is (n + 15.75%).

The differential between the Registered Nurse and Graduate Nurse wage rate is (n x 0.94).

APPENDIX 4 – SUPERIOR CONDITIONS

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

Clause #
Central Award Applicable Clause from Existing Collective Agreement October 1,
1978
(Full-time) – September 30, 1980.

10.04 NOTE 11.06 (a) "Continuous Service" shall mean unbroken employment
and shall include the following:

Vacation and Holidays

Scheduled days off

Approved leave of absence without pay (except leave of absence
due to pregnancy)

Absence because of illness or injury for a period of up to one (1)
year.

Suspension

This superior benefit applies to Nurses employed October 23, 1981 while continuously
employed by the Hospital.

19.09 Schedule A – No. 6

Educational Increments

The following educational increments shall be applicable to all Registered
Nurses:

Special courses with a certificate of not less than three (3) months
approved by the Director of Nursing in writing or CHA/CNA Nursing Unit
Administration

Course or equivalent	– \$20.00 per month
A one (1) year University Diploma in Nursing	– \$40.00 per month
B.Sc. in Nursing	– \$80.00 per month
Master's Degree in Nursing or Nursing Education	– \$120.00 per month

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

Clause #	
Central Award	Applicable Clause from Existing Collective Agreement October 1, 1978
(Full-time)	– September 30, 1980.

10.	11.06(a)	<p>"Continuous Service" shall mean unbroken employment and shall include the following:</p> <p>Vacation and Holidays</p> <p>Scheduled days off</p> <p>Approved leave of absence without pay (except leave of absence due to pregnancy)</p> <p>Absence because of illness or injury for a period of up to one (1) year.</p> <p>Suspension</p>
15.01	NOTE	<p>Schedule C NO. 9</p> <p>Statutory and Civic Holidays</p> <p>If a part-time Nurse works on a holiday referred to in Paragraph 15.01 of this Agreement, they shall be paid at time and one-half (1½) their regular straight time hourly rate for all hours worked on such holiday. Where in addition they are required to work additional hours following their full tour on that day (but not including hours on a subsequent regularly scheduled shift for such Nurse) they shall receive two (2) times their regular straight time hourly rate for such additional hours worked.</p>

APPENDIX 5 – LOCAL PROVISIONS

ARTICLE A – RECOGNITION

- A-1 The Hospital recognizes the Ontario Nurses' Association, as the exclusive bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by Erie Shores HealthCare (Previously known as Leamington District Memorial Hospital) at Leamington save and except Nurse Managers, persons above the rank of Nurse Managers, Occupational Health Nurse, Clinical Practice Managers and Staff Educator.

ARTICLE B – MANAGEMENT RIGHTS

- B-1 The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Hospital. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline, and efficiency.
 - (b) hire, retire, direct, promote, demote, classify, transfer, lay off, recall, and to discipline, suspend or discharge for just cause, provided that a claim of discriminatory transfer, promotion, demotion or classification or a claim that an Employee has been disciplined, discharged or suspended without just cause may be the subject of a grievance and dealt with as hereinafter provided.
 - (c) determine, in the interests of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the work establishment for any service.
 - (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith.
 - (e) make and enforce and alter from time to time, reasonable rules and regulations to be observed by the Nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.
 - (f) generally to operate the Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.
- B-2 It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions and intent of this Agreement.

ARTICLE C – UNION COMMITTEES AND REPRESENTATIVES

C-1 The Hospital agrees to recognize the following Representatives of the Union:

- (a) Negotiating Committee of not more than three (3) Registered Nurses.
- (b) A Grievance Committee of not more than three (3) Registered Nurses.
- (c) Six (6) Registered Nurse Representatives in the Hospital's employ, to assist Nurses in the presentation of any disagreement that might arise.

Where a Nurse Representative is transferred from a department in respect of which they act as Nurse Representative on behalf of the Employees in the said department, they will continue to act as Nurse Representative in respect of the said department until a new Nurse Representative is appointed, and the name and address of the new Nurse Representative advised to the Vice President Patient Services & Chief Nursing Executive (CNE), or until thirty (30) days from the date of transfer shall have elapsed, whichever event shall first occur.

- (d) Hospital-Union Committee of four (4) Union Representatives.

If a Hospital or Union Representative is unable to be present at a meeting of the Committee, both parties will have the right to name an alternate Representative for that meeting.

The Bargaining Unit President or Designate will identify to the Hospital which Committee Members require payment under Article 6.03(e) at each H.U.C. meeting.

- (e) A Professional Development Committee of four (4) Union Representatives.
- (f) Scheduling/Vacation Scheduling Committee

There shall be a Scheduling/Vacation Scheduling Committee comprised of two (2) ONA members (chosen by the Union) and the ONA Labour Relations Officer or Designate and three (3) representatives of the Employer (which members may be alternated to address specific departmental issues) to discuss strategies and processes. Employees who are members of this Committee will be paid for all time in attendance at Committee meetings.

The Committee will meet every other month. Meetings will be prescheduled on a yearly basis on mutually agreed upon dates and times.

A copy of all master schedules will be sent electronically to the Bargaining Unit President no later than February 1st of each year.

Any new master schedules will be reviewed at these meetings and submitted to the Bargaining Unit President no less than one (1) week prior to any scheduled meeting.

The purpose of the Committee is to:

- (a) Discuss, identify and assist in the resolution of scheduling concerns, including those related to vacation.
- (b) Review all new and revised master schedules to ensure compliance with the Collective Agreement.
- (c) Discuss scheduling issues as they relate to job satisfaction and retention of full-time and regular part-time employees and discuss recommendations for change.

C-2 Interview

The time and place of the interview referred to in Article 5.06 of the Central portion of the Collective Agreement will be scheduled during the first four (4) weeks of employment at a mutually agreed upon time.

C-3 The Employer and the Union agree to support the principle of early and safe return to work of injured/ill workers. Further the parties agree to comply with the early and safe return to work provisions pursuant to the Workplace Safety and Insurance Act and in compliance with the obligations to accommodate Employees under the Human Rights Code.

The parties agree to utilize return to work principles and guidelines that promote individualized early and safe return to meaningful work programs based upon what is reasonable and medically necessary. Where there is a reasonable possibility that a Nurse may return to work on modified duties the Employer will provide the Nurse with a Functional Abilities Form to be completed by the respective treating practitioner for completion. Such form will be submitted to the Occupational Health Nurse.

C-4 Return to Work Plan

When it has been medically determined that an Employee is ready to return to work, the Hospital and the Union will meet with the affected Employee to create, recommend and implement a return-to-work plan. The Plan will include developing and recommending strategies for:

- (a) Integrating the affected Employee back into the workplace.

- (b) Educating the affected Employee about the duty to accommodate under the *Human Rights Code* in the context of a unionized work environment.
- (c) In creating a return-to-work plan, the Hospital and the Union will examine the affected Employee's abilities and accommodation needs to determine if the Employee can return to:
 - i) Their original position/unit with or without accommodations; or
 - ii) An alternate position outside the original unit.
- (d) In creating a return-to-work plan, the parties will consider the Employee's abilities and accommodations needs and if they are unable to return to work in accordance with (c) above, the parties will identify any available positions in which the Employee may be accommodated.
- (e) An Employee in need of permanent accommodation may be temporarily accommodated in an available position until a permanent arrangement is established. Such a Nurse will remain on the list of Nurses requiring permanent accommodation.
- (f) The parties recognize that more than one (1) Employee requiring accommodation may be suitable for a particular position or arrangement. In such cases, the parties agree that they must balance additional factors in determining who shall be granted the particular position or arrangement including, in no particular order:
 - i) Skills, ability and experience;
 - ii) Ability to acquire skills within sixty (60) tours;
 - iii) Path of least disruption in the workplace; and
 - iv) Seniority.
- (g) When more than one (1) Employee is deemed by the parties to be suitable for a particular position or arrangement and based on the factors set out in f (i), (ii) and f (iii) are relatively equal, seniority shall govern.
- (h) When a position or position in the bargaining unit, which may be appropriate for modified work, becomes available for posting by the Hospital, the Hospital shall withhold such posting(s) until the Union has been notified and has had an opportunity to discuss and review the suitability of Employees with the Hospital requiring permanent modified work to fill the position(s).

- (i) Where the Union and Hospital agree that the position (as per (h) above) can be filled by an Employee requiring permanent modified work, the Union will make necessary arrangements to waive relevant job posting provisions of the Collective Agreement and the Hospital will award the position to the Employee without posting.
 - (j) The parties will monitor the status of accommodated Employees and the status of Employees awaiting accommodation.
- C-5
- (a) The Employer agrees to supply the O.N.A. Representative to the Occupational Health and Safety Committee with a copy of the Employer's Report of Accidental Injury or Industrial Disease (Workplace Safety & Insurance Board Form 7 or the Employer's own form containing the same information), within forty-eight (48) hours of the form being sent to WSIB where such report relates to a member of the bargaining unit.
 - (b) Upon receipt of the information, the Employer shall provide the JHSC, at the next scheduled meeting, with any and all information about surcharges and/or rebates from the WSIB under their NEER Program.
- C-6
- The Hospital will notify the President of the Local Nurses' Association of the names of all Nurses on LTD as soon as possible after such leave commences.
- C-7
- The defined units in the Hospital for the purposes of this Collective Agreement are as follows:
- (a) Med/Surg;
 - (b) OR/PACU/PASC/Day Surgery;
 - (c) 2S/Telemetry / ICU;
 - (d) Maternal Newborn/Medsurg;
 - (e) Emergency Room;
 - (f) Mobile Medical Stabilization Unit (MMS); and
 - (g) Ambulatory Care.
- C-8
- The Bargaining Unit President will be paid at their regular straight time hourly rate for time spent in meetings arranged or requested by the Hospital which occur outside their scheduled hours of work. Such hours will be invisible for the purposes of determining premium payments (i.e., these hours will not attract premium payment and will not be counted for the purposes of determining eligibility for premium payment on other hours worked.).

C-9 Needlestick/Sharps Incidents

The parties recognize the potential risks to Employees of exposure to blood borne pathogens and agree that through the Joint Health and Safety Committee they will work towards the implementation of measures designed to reduce risk to Employees from needlestick/sharps incidents.

Once a year the needlestick/sharps incidents will be compiled, and the injury prevention and control measures (procedures, practices and equipment) will be reviewed by the Joint Health and Safety Committee in the light of current knowledge and practices.

The review shall be done more frequently on the advice of the Joint Health and Safety Committee or if there is a change in circumstances that may affect the health and safety of a worker.

The Hospital will provide training on needlestick/sharps prevention and control measures during new Employee orientation and training updates at least annually thereafter.

C-10 Musculoskeletal Injury Prevention and Control

Once a year the Musculoskeletal incidents will be compiled and injury prevention and control measures (procedures, practices, and equipment) reviewed by the Joint Health and Safety Committee in the light of current knowledge and practices.

The review shall be done more frequently on the advice of the Joint Health and Safety Committee or if there is a change in circumstances that may affect the health and safety of a worker.

The Hospital will provide training on Musculoskeletal Injury Prevention and Control measures during new Employee orientation and training updates at least annually thereafter.

ARTICLE D – SENIORITY LIST

- D-1 The seniority list shall be posted by January 15th and July 15th and will be posted on HOWIE. The list will reflect the period ending prior and closest to December 31st and June 30th respectively. Separate lists for full-time, part-time and casual Nurses will be posted. A copy of the seniority list shall be forwarded to the Bargaining Unit President.

ARTICLE E – LEAVE OF ABSENCE – UNION BUSINESS

- E-1 The Hospital agrees to grant a cumulative maximum of sixty (60) days' leave of absence without pay per year for not more than two (2) Employees at the same time provided application for such leave is made in writing to

Human Resources. The Employee will endeavour to provide as much advance notice as is possible but not less than ten (10) days prior thereto. In the case of application for leave of absence without pay to attend the Annual Meeting of the Union, the Hospital will allow a minimum of two (2) and a maximum of four (4) Nurses to be absent at the same time provided that no more than two (2) Nurses may be absent from any one area at the same time and provided that the Hospital receives not less than one (1) months' written notice.

- E-2 Upon written application of the Bargaining Unit President, an unpaid leave of absence on a date mutually agreed upon based on scheduling and Nurse availability shall be granted to the Bargaining Unit President for three (3) calendar days every two (2) months to be utilized exclusively between Monday and Friday. Such consent shall not be unreasonably withheld.

Such unpaid leave will be invisible for purposes of determining premium payments and will not be counted for purposes of determining eligibility for premiums payment.

- E-3 The Hospital agrees to grant leaves of absence, without pay to Nurses elected to the position of Local Co-ordinator. Subject to providing reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as they may require to fulfil the duties of the position.

- E-4 The Employer shall pay the Bargaining Unit President twenty-two and one half (22.5) hours for a Nurse working extended twelve (12) hour tours and fifteen (15) hours for a Nurse working regular eight (8) hour tours every two (2) pay periods for the purposes of conducting Union business and attending meetings with the Employer. It is understood that such time will be pre-scheduled at a time mutually agreeable between the Bargaining Unit President and the Employer.

- E-5 The Bargaining Unit President will remain on the day tour for the term of office. However, where the Hospital would not be able to fulfill its scheduling obligations under Articles J, K, or L for all other Nurses on a unit due to the above, the hours of work of the President shall be scheduled by Letter of Understanding.

ARTICLE F – PAID HOLIDAYS

- F-1 The following shall be considered Paid Holidays:

New Year's Day (to be observed on January 1st)
 Family Day (3rd Monday in February)
 Good Friday
 Victoria Day
 1st Monday in June
 Canada Day (to be observed on July 1st)

Civic Holiday
 Labour Day
 Thanksgiving Day
 Remembrance Day (to be observed on November 11th)
 Christmas Day (to be observed on December 25th)
 Boxing Day (to be observed on December 26th)

- F-2 Where a Nurse is entitled to a lieu day, the day shall be taken at a mutually agreeable time to ensure the maintenance of adequate staff. Such lieu day shall be taken within a period of one (1) month before or three (3) months following the said statutory holiday, unless a later date is mutually agreed upon by the Hospital and Employee. Nurses may accumulate lieu days to a maximum of five (5) days. Lieu day banks will be included on electronic pay invoice. In any event of the foregoing and at the written request of the Employee, the Hospital will pay out requested number of lieu days banked.
- F-3 For Nurses working during any part of the above-named holidays, the premium payment will be applied to all hours worked between 2300 hours the day prior to the holiday to 2300 hours on the holiday.

For clarity purposes, Nurses working extended tours starting at 1900 hours on the holiday will receive holiday pay for three and three-quarter (3¾) hours.

ARTICLE G – EARNED LEAVE – VACATIONS

- G-1 The vacation year, for purposes of calculating vacation entitlement, is defined as a period of time from April 1st of one year to March 31st of the following year, in accordance with the end of the pay period for the fiscal year end, and the vacation entitlement determination date when referred to in this Agreement, is March 31st of any year during an Employee's period of employment.
- G-2 (a) The Hospital will post a visible vacation planner in each unit by January 7 for the time period of April 1 to September 30, and July 15 for the time period of October 1 to March 31 each year. Nurses will select their respective vacation in accordance with seniority and complete the selection process within four (4) weeks of the planner being posted unless the Employer and the Union have agreed, in writing, to an extension. Employees must schedule at least thirty percent (30%) of their annual vacation entitlement during the initial posting of the vacation planner that is posted January 7 for the April 1 to September 30 period except in exceptional circumstances where written approval has been obtained otherwise from the Employee's Manager. Vacation will be granted by seniority. The final approved vacation planner will be posted on the unit by March 1 and September 1 and a copy will be provided to the Bargaining Unit President.

Vacation requests for any vacation time during the period defined as "March Break" shall be granted on a rotating seniority basis as needed unit by unit.

Any vacation requested outside of the above guidelines will be considered on the basis of the date of the submission and the ability of the Hospital to accommodate the request.

No more than three (3) weeks' vacation shall be scheduled off by any one (1) Nurse during the period of June 23 to September 10 of each year. Requests for blocks of vacation during this period will be approved prior to single vacation days being approved. A block of time shall be considered the number of days a Nurse requests that results in seven consecutive (7) days off as per Article G-4. Where additional time can be scheduled off in a department during prime time, such time will be offered based upon seniority starting with the first individual who was not able to get three (3) weeks approved during that prime-time period.

Vacation time will not normally be granted between December 15th and January 7th. However, where operational requirements of the Hospital will allow, vacation will be considered during this period. Where the Hospital has granted an Employee's request for vacation during this period, it is understood that the Hospital may not be able to grant five (5) consecutive days off at Christmas or New Year to that Employee.

- (b) Vacation quotas for each unit will be provided to the Bargaining Unit President at the time of the posting of the vacation planner. Such vacation quotas will not be unduly restrictive. Vacations may be taken at any time of the year and vacation requests shall not be unreasonably denied.

- G-3 Prior to leaving on vacation, a Nurse shall be notified, if possible, of the date and tour of duty to which they are to report for work following vacation.
- G-4 Vacation may commence on any day of the week and a week of vacation shall be defined as seven (7) consecutive calendar days. A Nurse's vacation period can be broken into segments. The Hospital will grant the utilization of single vacation days up to a maximum of ten (10) eight (8) hour tours or six (6) extended tours provided that they are requested in writing by the Nurse at least three (3) weeks in advance and providing that they are scheduled at a mutually agreeable time.
- G-5 Currently full-time Nurses follow a master rotation schedule. If a full-time Nurse's weekend(s) off fall immediately preceding and/or following any period of scheduled vacation, the master rotation schedule will not be altered in any way. Nurses will not be required to make up any scheduled weekends that fall or were scheduled, within any period of scheduled vacation.

- G-6 Vacation pay for part-time Nurses shall be paid each pay period for all hours worked during that pay period.
- G-7
- (a) All regular part-time Nurses shall be entitled to vacation time off equivalent to the vacation entitlement of full-time Nurses based on equivalent years of service calculated pursuant to the formula set out in Article 16.03.
 - (b) If requested, every effort will be made to schedule the regular part-time Nurse's preferred weekend off. If staffing permits, the Hospital will endeavour to schedule both weekends off.
 - (c) At least once in a vacation year, a regular part-time Nurse shall be scheduled, in addition to the seven (7) consecutive calendar days, a weekend immediately preceding or immediately following as an extra weekend off. For clarity, the part-time Nurse will be available one out of four weekends in that four (4) week rotation period. The above is only applicable for vacations requested in compliance with Article G-2.
 - (d) When a part-time Nurse requests to give away their shifts to another Nurse, such that they will no longer meet the minimum shift commitment as per Article K-1(a), this shall be treated as a vacation day. In the event that the Nurse has no further vacation time available, the request to give away the shift will be denied.
- G-8 A Nurse can cancel their vacation selection under exceptional circumstances only. Substantiation may be required of exceptional circumstances.
- G-9 In order to allow for effective planning, Employees are encouraged to book 100% of their annual vacations through the vacation booking process provided for within this Article. However, Employees will be permitted to carry over up to forty-five (45) hours of their annual vacation entitlement to the following vacation year. In this event, by February 1st of each year, the Nurse shall submit their written request to carry forward their vacation hours, up to the forty-five (45) hours of earned vacation and such request shall not be unreasonably denied. It is understood that surplus vacation, in excess of the forty-five (45) hours of carry-over, will be paid out by March 31st of each year, unless the Nurse can establish reasonable efforts were made to schedule the surplus vacation in excess of the forty-five (45) hours.

ARTICLE H – MISCELLANEOUS

- H-1 The Hospital agrees to install a glass or clear acrylic enclosed lockable bulletin board with a mail slot, measuring not more than 76 cm. wide x 76 cm. long x 10 cm. deep, as provided by the Union, for the sole use of the Union. Notices shall first be submitted to the Director of Human Resources for approval, which approval shall be indicated by the Director of Human

Resources initialling the notice to be posted. Approval will not be unreasonably denied.

- H-2 (a) Biweekly pays will be directly deposited into a bank account as designated by each Employee, every second Thursday and with an itemized statement issued directly to Nurses.
- (b) Any errors or omissions by the Employer on an Employee's pay cheque, when the amount owing is equal to or greater than seven and a half (7.5) hours, shall be reimbursed by manual cheque within five (5) business days of notification to the Employer. Any errors or omissions by the Employer on an Employee's pay cheque, when the amount is less than seven and a half (7.5) hours, shall be paid by direct deposit on the following pay.

H-3 All Nurses will receive seven and one half (7.5) hours paid per calendar year for continuing nursing education purposes. The paid hours will be related to provision of nursing care requirements and may include certification and/or recertification. Such education will be approved at the discretion of the Employer in consultation with the Nurse. This education may be related to meeting the Nurse's needs identified in a learning plan.

H-4 The Hospital will make scrub uniforms available to all Nurses working in the Perioperative Services, Triage and ER/OB.

H-5 Temporary Full-Time Vacancies

Full-time Nurses may be considered for temporary full-time vacancies on the same basis as Regular part-time Nurses provided for at Article 10.07(d) of the Central Collective Agreement. Such full-time Nurse will continue to be classified as a full-time Nurse and covered by those provisions related to full-time Nurses.

H-6 Notice to Unsuccessful Applicants

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

The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.

H-7 Reporting Absences

Employees shall endeavour to notify the Hospital Unit Manager or After-Hours Supervisor/Administrator (AHA) at least two (2) hours before the commencement of their scheduled day shift and at least four (4) hours before the commencement of their scheduled night shift on the first day of absence when not available for duty.

- (a) Scheduled Standby assignments will be distributed equally among the Nurses in any unit utilizing standby.
- (b) The Hospital will notify the Union in writing prior to initiating scheduled standby assignments on any unit.

Scheduled Standby assignments shall be posted at the time of the tours of duty schedules outlined in Article J-3. Nurses shall be permitted to exchange their standby assignments provided approval is received from Nursing Administration.

- H-8 (a) Registered Nurses play a significant role in the delivery of high-quality healthcare. It is important for patients and staff to be able to readily identify Registered Nurses who are widely disbursed throughout the Hospital.
- (b) The Employer and the Union will jointly promote the professional image and identity of Registered Nurses and will develop plans within the Hospital to do so.
- (c) All Hospital identification tags will clearly identify the Employee as a Registered Nurse in a font that is clearly visible. Hospital identification tags will be worn and visible while at work and will not be altered or defaced in any way.

ARTICLE I – STANDBY (Full-time and Regular Part-Time Nurses)

I-1 There shall be equitable distribution of Operating Room Standby duties. For areas other than the Operating Room, the Hospital may request a Nurse who is scheduled to work to be on standby. It is understood that such Nurse may refuse standby duty and report for work as previously scheduled. In addition, Nurses will be advised at least three (3) hours in advance of the possibility of standby duty.

- I-2 (a) Scheduled Standby assignments will be distributed equally among the Nurses in any unit utilizing standby.
- (b) The Hospital will notify the Union in writing prior to initiating scheduled standby assignments on any unit.

Scheduled Standby assignments shall be posted at the time of the tours of duty schedules outlined in Article J-3. Nurses shall be permitted to exchange their standby assignments provided approval is received from Hospital Administration.

- I-3 (a) A Nurse will not be scheduled for standby on a scheduled day off or scheduled weekend off, unless mutually agreed between the Nurse and the Hospital.

- (b) When a full-time or regular part-time Nurse is scheduled for standby on a weekend, they are considered to be “working” the weekend.
- (c) The Nurses on each unit utilizing standby will determine how a call back from standby will be made – personal cell phone or home phone.
- (d) All Nurses on standby duty must be available at the Hospital within thirty (30) minutes of being called in. The Nurse scheduled on standby will advise the Hospital in advance of the shift if they require the use of a private sleep room. The Hospital will advise which room, if any, is available.
- (e) Standby schedules will not be changed without expressed consent by the Nurse whose schedule is being changed.
- (f) Standby will not be scheduled on a night before a scheduled day shift unless agreed otherwise by the Nurse.
- (g) Where a Nurse has been called in from standby and worked during the hours of the evening or night shift, such Nurse will not be required to work the day shift unless they do so by their choice.
- (h) A Nurse who voluntarily accepts a standby assignment from another Nurse on a weekend will not be entitled to consecutive weekend premium pay.

ARTICLE J – HOURS OF WORK AND WORKING CONDITIONS

J-1 The Hospital will offer a dinner meal tray for staff on weekdays and a lunch or dinner tray on weekends for \$8.00. All orders for dinner must be placed with the Kitchen by 3:00 pm on weekdays. All orders for lunch must be placed with the Kitchen by 9:00 am and for dinner by 3:00 pm on weekends. Trays will be picked up in the kitchen for lunch between 10:30 am and 12:00 pm and for dinner between 4:00 pm and 5:00 pm. Exact change is required. The meal menu will be exactly as that available to patients.

Vending machines are also available for staff use after hours.

J-2 A relief period will be scheduled during each half (½) tour or one (1) combined relief period in a full tour.

J-3 Scheduling Regulations for 8-hour Tours

- (a) Schedules shall provide for not more than five (5) consecutive days of work, unless more is mutually agreed upon as long as eight (8) days off are scheduled each twenty-eight (28) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split by mutual

consent. Premium pay will be paid for all hours worked on the 6th and subsequent consecutive shift except where:

- i) Such days are worked by the Nurse to satisfy specific days off requested by such Nurse.
 - ii) Such days are worked as the result of an exchange of shifts with another Nurse.
- (b) Annually the Hospital will post on each unit designated days on which a new schedule will be posted, as per Appendix A. Each new schedule will cover a four (4) week period, except the Christmas/New Year schedule which will cover an eight (8) week period. At the time of posting there will be no less than eight (8) weeks of posted schedule and for Christmas/New Year there will be no less than eight (8) weeks of posted schedule. All work available in a unit at the time will be assigned prior to the posting of the schedule. If the schedule is posted late or with needs, the Employer will provide the rationale for this to the Union.

Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting. Such requests shall not be unreasonably denied. Rationale will be provided if the request is denied.

Requests for changes to posted schedules must be submitted in writing no less than forty-eight (48) hours prior to the date of the exchange of tours and co-signed by the Nurse willing to exchange days off or tour of duty. Such request initiated by the Nurse and approved by the Hospital shall not result in overtime and shall not be unreasonably denied. Approvals or replies denying such requests will be in writing and delivered to the Nurse within forty-eight (48) hours of the request.

Nurses may make a request in writing to their Unit Manager, from time to time, for four (4) hours' time off prior to the commencement of a shift or end of their shift.

- i) Split shifts will not be scheduled.
- ii) Such requests will not be unreasonably denied and will not be for less than four (4) hours and will not result in premium payment.
- iii) The request can be made at any time, prior to or after the schedule is posted.

Requests for changes in the posted schedule with less than forty-eight (48) hours' notice be will considered on an individual and exceptional basis. A call shall be made to the manager/ designate

for consideration and approval. Such requests shall not be unreasonably denied.

It is understood that the Hospital reserves the right to require Nurses to work certain shifts for the purposes of training and education, and that such requirements do not constitute unreasonable denial of a request for specific days off.

- (c)
 - i) There shall be a period of not less than fifteen (15) hours off between tours of duty except where a Nurse agrees to a shorter period of time. Where the Hospital fails to provide the requisite hours off as provided herein, a full-time and regular part-time Nurse will be compensated with premium pay for all hours worked during the previous sixteen (16) hours.
 - ii) For Registered Nurses in the Operating Room and Ambulatory Care, there shall be a period of not less than fourteen (14) hours off between scheduled tours of duty. Where the Hospital fails to provide the requisite hours off on a posted schedule a full-time and regular part-time Nurse will be compensated with premium pay for all hours worked during the fourteen (14) hour rest period.
 - iii) At least forty-eight (48) hours' time off shall be scheduled following two (2) or more scheduled shifts of night duty and is changing to day or evening shift. For call in purposes, a part-time Nurse must have twenty-four (24) hours' time off before shift changes. Premium pay will be paid for any shift commencing in the forty-eight (48) hours, and twenty-four (24) hours stated above.
- (d)
 - i) Where a full-time Nurse normally rotates on at least two (2) of the three (3) tours of duty, at least fifty per cent (50%) of their tours shall be scheduled on the day tour unless otherwise mutually agreed upon by the Nurse and the Employer.
 - ii) The following are the normal hours of work, inclusive of a minimum half ($\frac{1}{2}$) hour unpaid meal period, for all tours in all nursing departments:
 - Day Tour – 0700 – 1500 hours
 - Evening Tour– 1500 – 2300 hours
 - Night Tour – 2300 – 0700 hours

It is understood that the night tour is the first tour of the day for seven and one-half hour (7.5) tour Nurses.

Where circumstances warrant a change in the starting and stopping times indicated above, the Employer will provide the Union with six

(6) weeks' written notice and will discuss any changes with the Union prior to implementation.

- e)
 - i) A full-time or regular part-time Nurse shall, if required, work either Christmas or New Year's Day, but shall be granted at least five (5) consecutive days off including December 24th, 25th and 26th, or December 31st and January 1st.
 - ii) The Hospital shall endeavour to give time off over either Christmas or New Year's on an alternating basis so that Nurses will not be required to work the same holiday from year to year unless at the request of the Nurse or by mutual consent. Exchanges made between Nurses will not be considered in the scheduling of Christmas and New Year's in the following year.
 - iii) Nurses who work in units normally closed at Christmas and/or New Year's will not be required to work on another unit unless such Nurses request to do so.
 - iv) The scheduling provisions concerning weekends may be waived during the period between December 15th and January 7th in order to honour the above time off requirements in connection with either Christmas Day or New Year's Day, except in areas which are not normally required to work on weekends or paid holidays. The Employer will endeavour not to schedule Employees who are scheduled to work either Christmas or New Year's for more than three (3) consecutive weekends during the above noted period.
 - v) On units where the staffing permits some Nurses to be off both Christmas and New Year's, the scheduling of both holidays off shall be rotated equitably from year to year among all Nurses on that unit so that all Nurses receive the benefit. Where additional time off can be scheduled during the Christmas Day or New Year's Day period, such time off will be distributed equitably among the Nurses on the unit.
 - vi) Where the Christmas/New Year's schedule is posted, the Hospital will also post a listing of the previous year's Christmas/New Year's assignment (not including any switches) for all of the Nurses on the schedule. The Hospital will keep a record of the scheduled versus traded time off for one (1) year for the purpose of clarification. Both the previous year's original Christmas/New Year's assignment and the switches will be provided to the Bargaining Unit President.
- (f) The offering of voluntary absent time on a unit resulting from a decrease in patient census on the unit will first be offered to those

Employees who have requested time off as per (b) above and then it shall be done as follows:

- i) Where the absent time is offered prior to the start of a scheduled shift, it shall be offered by rotating integrated seniority (full-time and regular part-time) of the Nurses on the unit scheduled to work that shift. Nurses who accept such absent time will be permitted to use available lieu time or vacation time or unpaid leave of absence in the event that the Nurse does not have any available lieu or vacation time.
 - ii) Where the absent time is offered during a scheduled shift, it will be offered using rotating integrated seniority (full-time and regular part-time) of the Nurses on the unit working that shift. Nurses who accept such absent time will be permitted to use available lieu time or vacation time or unpaid leave of absence in the event that the Nurse does not have any available lieu or vacation time.
- (g) A full-time and regular part-time Nurse is duly entitled to at least two (2) weekends off in four (4), but the Hospital shall make every effort to schedule Nurses off every other weekend. They shall be paid time and one-half (1½) her/his regular straight time hourly rate for all hours worked on a third consecutive and all subsequent consecutive weekend(s) worked until a weekend is received off, 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 the result of an exchange of shifts with another Nurse.
- (h) It is understood that a weekend consists of at least forty-eight (48) consecutive hours off work during the period following the completion of the Friday from Friday night at 2300 until the completion of the Sunday afternoon shift at 2300. Should a Nurse be scheduled to work any part of the forty-eight (48) hours stated above, such Nurse shall be considered as having worked the weekend.
- (i) The Hospital shall not cancel the pre-booked weekend shifts on a third (3rd) weekend that becomes a premium pay weekend as a result of coming in on previous weekends off. This does not preclude the Hospital from cancelling shifts according to seniority resulting from a decrease in the workload requirements.
- (j) i) Where a unit follows a master rotation schedule for full-time positions, such rotation will not be changed without the

agreement of seventy-five (75%) percent of the Nurses on that unit who occupy the full-time positions. Where two (2) regular part-time Nurses share a full-time position in a job-sharing arrangement, the regular part-time Nurses in the job-sharing arrangement will be entitled to one (1) vote.

Where a unit master rotation schedule is changed due to a permanent long-term layoff, or the addition of new full-time positions, the Employees on the affected unit will be provided with 90 (ninety) days' notice that their master rotations may be amended. Where the above applies and in reference to J-5 (b) no vote will be necessary.

- ii) Where a unit's master rotation schedule is changed pursuant to i) above, individual schedule rotations will be awarded on the basis of seniority. Where the unit's master rotation schedule contains a job-sharing arrangement, the seniority of the two (2) regular part-time Nurses sharing the full-time rotation, will be added together and divided by two (2), to determine the seniority to be used for the awarding of rotations.
- iii) Where a unit has a master rotation and a full-time line becomes vacant, requests may be submitted in writing for consideration of transferring to the vacant line in the rotation. Considering a balanced skill mix (novice to expert) (experience and knowledge) of Registered Nurses, the transfer may be granted to a full-time Nurse on the affected unit prior to posting the vacancy.

J-4 Reassignment

The parties acknowledge that in accordance with the Employer's right to manage and direct its operations it may be necessary from time to time to reassign Nurses to other nursing units in the Hospital in accordance with Article 10.08.

The parties acknowledge that the need to ensure safe, quality care on both the sending and receiving unit will be the primary consideration in all reassignment decision making. The selection of the Nurse to be reassigned will be made in the following order:

- (a) Ask scheduled Nurses if they wish the opportunity to work on the unit to which assignment is required.
- (b) Each unit will have a designated "Float Book" to be used when a Nurse on a unit is to be reassigned to another unit, for a partial or single shift, to assist with patient care needs. Such reassignment is to be done on a rotational basis based on date of last shift floated, regardless of full-time or part-time status, and based on skills and

ability. Any conflict will be decided by the least senior from an integrated seniority list. For the purposes of this clause, partial shift shall be defined as having a length of four (4) hours minimum.

A Nurse who has been employed by the Hospital (as a Nurse) for less than three (3) months or a Nurse who is assigned to charge or Responsible Person role will not be reassigned unless under exceptional circumstances.

Upon request, Nurses shall receive orientation to the unit to which they are being reassigned to and will be assigned a resource person for this purpose.

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

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

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

Nurses on the unit on the shift to be reassigned shall be given the opportunity to volunteer for the reassignment. Managers or designate will assess each situation individually in consultation with staff and using the principles outlined to reassign the appropriate staff member. When reassignment situations arise on the off-shift or on weekends, the Manager on call shall facilitate reassignment as required. The on-call Manager or designate will work in consultation with staff to determine the appropriate reassignment. Staff members will follow the guidelines for reassignment to another nursing unit.

J-5

- (a) A full-time Nurse who requests to work a specific tour on a permanent basis, except the day shift, shall be granted such request at the discretion of the Hospital. Such request shall not be unreasonably denied. Where the request is granted, the Hospital may assign the Nurse to the day shift from time to time for training, development, reorientation and evaluation purposes. All requests and approvals to work permanent shifts will be in writing and a copy will be provided to the Bargaining Unit President.
- (b) If an Employee working a permanent shift requests to return to rotating shifts, such request will not be denied provided the Employee has been in the permanent shift for a least a one (1) year period.

All requests and approvals to return to rotating shifts will be in writing and a copy will be provided to the Bargaining Unit President.

If an Employee leaves a permanent shift rotation for any reason, or where an Employee is displaced from a permanent shift rotation in a long-term layoff, or where a permanent shift is discontinued for any other reason, the permanent shift rotation will be reverted to a rotating shift position.

The Employees on the affected unit, including those on extended tours, will receive ninety (90) days' notice that their master rotations may be amended. The Hospital will attempt to revise the unit schedules with as little disruption to current master rotations as possible. Any conflicts related to choice of shift rotations will be settled by seniority. Where the master rotation contains a job share arrangement, the seniority of the two regular part-time Employees sharing the full-time position will be added together and divided by (2) to determine the seniority to be used for the awarding of rotations.

J-6 Full-time and Regular Part-time A and B Nurses electing to take equivalent time off in lieu of overtime payment pursuant to Article 14.09 shall not be permitted to accumulate more than seventy-five (75) hours of lieu time. Such lieu time off is to be scheduled at a mutually agreed upon time.

Any requests to utilize accumulated overtime cannot exceed the current banked time. Once a full-time or regular part-time A or B Nurse has accumulated seventy-five (75) hours of overtime, all additional overtime will be paid out at the applicable rate on the next pay. For clarity, such accumulated lieu banks up to seventy-five (75) hours will not be paid out unless requested by the Nurse to do so.

- J-7
- (a) The weekend premium payable pursuant to Article 14.15 of the Central portion of the Collective Agreement shall be paid for all hours worked between 2300 hours Friday and 2300 hours Sunday.
 - (b) The defined hours of the evening shift pursuant to Article 14.10 of the Central portion of the Collective Agreement shall be 1500 hours to 2300 hours.
 - (c) The defined hours of the night shift pursuant to Article 14.10 of the Central portion of the Collective Agreement shall be 2300 hours and 0700 hours.

J-8 Overtime

For overtime purposes the standard day for all Nurses covered by this Agreement shall be defined as:

- First shift of day is nights.
- Second shift of day is days.
- Third shift of day is afternoons.

- J-9
- (a) Once the Employer has exhausted all part-time Nurses, both on the unit as well as those outside the unit, who have expressed an interest in writing to work on the unit in a non-premium pay situation, additional tours which become available on any unit for any reason which result in premium pay will be offered to both full-time and regular part-time Employees on a rotational basis among the full-time and regular part-time Employees on each unit, prior to the tour being offered to Employees off the unit.
 - (b) Notwithstanding (a) above, if the shift that becomes available is of a different classification, then the shift will first be offered to a Nurse in the same classification working on the unit.
 - (c) If there is no other Nurse in the same classification on the unit or the Nurse of the same classification does not wish to be called in, then the additional tour will be offered as per (a) above.
 - (d) Notwithstanding (a) above, if the next Nurse who is to be called in will be in position of attracting premium pay for the sixth (6th) and all subsequent shifts as per Article J-3(a), the Hospital shall bypass this Nurse for call-in, putting this Nurse at the bottom of the call-in list. Should no other Nurse then accept the shift, the Hospital shall call this Nurse, who shall then receive all entitlements as per Article J-3(a).
- J-10
- Pursuant to Article 10.09(b)(iii)(A), for the purpose of single shift layoffs and bumping, any shift that begins between 0600 and 1100 hours will be considered a day shift, any shift that begins between 1100 and 1900 hours will be considered an evening shift, and any shift that begins after 1900 hours will be considered a night shift. A Nurse will be able to exercise their rights based on a day shift, an evening shift or a night shift, as defined, regardless of the length of the scheduled shift.
- Pursuant to Article 10.08(a), the cancellation of a single or partial shift will be done on the basis of seniority using an integrated seniority list of the full-time and regular part-time Nurses scheduled to work the shift. It is understood that if a casual part-time Nurse is scheduled, they will be cancelled first.
- J-11
- If a Nurse has been missed for a call-in tour, the affected Nurse will be offered a shift to be worked at a time mutually agreed to by the Nurse and their Manager. The extra shift will be paid at the rate of pay which the Nurse would have received had the offer been made according to the Collective Agreement.

ARTICLE K – PART-TIME SCHEDULING

K-1 Regular Part-time Category A Nurses

- (a) All regular part-time Nurses shall be available for at least ten (10) 7.5-hour tours or eight (8) extended 11.25-hour tours, every four (4) week period. All regular part-time Nurses shall be available to work as scheduled over either Christmas or New Year's period subject to Article J-3 (e) (i).
- (b) All regular part-time Nurses shall be available for work every other weekend and the Employer will endeavour to schedule every other weekend off.
- (c) A regular part-time Nurse shall be required to be available for work for
 - i) Permanent evenings; or
 - ii) Permanent nights; or
 - iii) Combined days and evenings; or
 - iv) Combined days and nights.
- (d) Regular part-time Employees, who wish to be considered for additional shifts above the minimum commitment identified above, must indicate their availability to work hours in excess of their commitment in writing to their Clinical Director. In addition, any regular part-time Employee who does not wish to be called for additional shifts must put their desire not to be called in, in writing to their Clinical Director. Such request may be submitted once every three (3) months and will remain in effect for the following three (3) month period.
- (e) Regular part-time Nurses will not be scheduled their full minimum commitment on any posted schedules containing scheduled vacation time off. Where a regular part-time Nurse requests to be scheduled the full minimum commitment in addition to the period of scheduled vacation time off, such request will be put in writing to the Unit Manager and will be scheduled provided it can be accommodated on the schedule and provided it does not negatively impact the scheduling of other part-time Nurses on the unit.

K-2 Regular Part-time Category B Nurses

- (a) All regular part-time Category B Nurses shall be available for scheduling twelve (12) months of the year, unless they are on scheduled vacation or an approved leave of absence.

- (b) All regular part-time Category B Nurses shall be available to work a minimum of two (2) tours, based on the hours of the defined tours on the unit schedule (7.5-hour tours, 10-hour tours, or 11.25-hour tours), in every four (4) week rotation period.

RPT - Category B Nurses will not be scheduled exclusively on weekends without their written consent.

K-3

Part-time Scheduling Provisions

- (a) The Hospital agrees to schedule all available shifts to regular part-time Employees according to their commitment.
- (b) All regular part-time Category A Nurses in a unit will be scheduled up to their commitment under Article K-1 by equalization before any Category B regular part-time Nurses on a unit are scheduled up to their commitment under Article K-1 by equalization.
- (c) When Category A and B part-time Nurses on the unit have been given the opportunity to work up to their commitment, all additional tours which become available, prior to the schedule being posted, will be offered to regular part-time Category A Nurses on the unit (excluding those in a job-sharing arrangement) on the basis of rotating seniority, prior to offering tours to Category B Nurses.
- (d) A regular part-time Nurse shall not be scheduled to work three different tours (days, evenings, nights) in any seven (7) day period except by mutual consent.
- (e) Additional shifts which become available on each unit after the schedule is posted including a statutory holiday, will be offered to all regular part-time Nurses on each unit on the following basis:
 - i) First to RPT – Category A Nurses on the unit who have not been scheduled or given the opportunity to work up to their minimum commitment; then
 - ii) To RPT - Category A Nurses including those in a job share arrangement on the basis of rotating seniority among the regular Part-time Category A.
 - iii) To RPT - Category B Nurses on the basis of rotating seniority.
 - iv) Any regular part-time Nurse who does not wish to be called for additional shifts must put their desire not to be called in, in writing, to their Program Director or Clinical Manager.
 - v) It is recognized that the Hospital shall not be required to offer any hours of work under (e) which may result in the payment of overtime premium.

- vi) The Hospital agrees to offer additional shifts which attract an overtime premium as per the current process.
- (f) Where no regular part-time Employee is willing to perform the available work, the tour will be offered to:
- i) Regular part-time Employees off the unit who have indicated, in writing, an availability to work additional tours on that unit on the basis of seniority. Provided they are qualified, Nurses may submit their availability to work additional tours to more than one unit.
 - ii) Casual part-time Employees.
 - iii) Employees on the combined premium call-in list.
- (g) Notwithstanding the above, where a regular part-time Employee has had a scheduled shift cancelled and a need arises whereby the Hospital intends to call an Employee in for that same cancelled shift, the Employee who has had their shift cancelled will be given the first opportunity to work that call-in shift.
- (h) Casual part-time Employees will not be scheduled or called in to work until all available hours of work have been offered to regular part-time Employees.
- (i) Annually the Hospital will post on each unit designated days on which a new schedule will be posted. Each new schedule will cover a four (4) week period, except the Christmas/New Year schedule which will cover a six (6) week period. At the time of posting there will be no less than six (6) weeks of posted schedule and for Christmas/New Year there will be no less than eight (8) weeks of posted schedule.

Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting. Such requests shall not be unreasonably denied. Rationale will be provided if the request is denied.

Requests for changes to posted schedules must be submitted in writing no less than forty-eight (48) hours prior to the date of the exchange of tours and co-signed by the Nurses willing to exchange days off or tours of duty. Such request initiated by the Nurse and approved by the Hospital shall not result in overtime and shall not be unreasonably denied. Approvals or replies denying such requests will be in writing and delivered to the Nurse within forty-eight (48) hours of the request.

Requests for changes in the posted schedule with less than forty-eight (48) hours' notice will be considered on an individual and exceptional basis. A call shall be made to the manager/designate for

consideration and approval. Such requests shall not be unreasonably denied.

It is understood that the Hospital reserves the right to require Nurses to work certain shifts for the purposes of training and education and that such requirements do not constitute an unreasonable denial of a request for specific days off.

It is understood that once such a change has been approved by the Employer, it shall not be changed without the consent of the Nurses involved.

K-4 The Hospital will attempt to schedule regular part-time Nurses who are required to work on a paid holiday on the weekend attached to the paid holiday (if a Monday or a Friday).

If a regular part-time Nurse is scheduled off on a paid holiday, (if a Monday or a Friday), then the Hospital will attempt to schedule the attached weekend off also.

K-5 Four Hour Tours of Duty

The Hospital and the Union agree to the scheduling of four (4) hour tours of duty for part-time Nurses working at the Hospital.

A four-hour tour will consist of four (4) paid hours which shall be inclusive of one (1) fifteen (15) minute paid break period.

The scheduling of four (4) hour tours shall comply with all of the scheduling provisions contained in Article J & K of Appendix 5.

In the event a Nurse is authorized to work beyond the scheduled four (4) hour tour, premium pay in accordance with Article 14 of the Central Collective Agreement will not apply until after 7.5 hours of work have been completed by the Nurse.

On any unit where four (4) hour tours are scheduled, the Letter of Understanding regarding part-time scheduling will be applied so that all available regular part-time nursing hours are divided equally among the regular part-time Nurses on that unit.

No Nurse shall be scheduled to work solely on four (4) hour tours in any pay period, unless agreed to by the Nurse.

The Hospital will notify the Union and provide specifics of the proposed schedule prior to the posting of a four-hour tour schedule on any unit.

K-6 All casual part-time Nurses will submit to the Nursing Office, each pay period, a list of tours available to work. This is in no way to be construed as a commitment. If not submitted, the casual part-time Nurse will not be called

for work. Casual part-time Nurses will be removed from the call-in list if they have not worked in the previous twelve (12) month period.

K-7 All provisions contained in this Appendix 5 of Local Issues will apply to regular part-time Nurses and casual part-time Nurses unless expressly amended above.

ARTICLE L – EXTENDED TOURS

- L-1 (a) Extended tours shall be introduced into any unit when:
- i) Seventy-five (75%) the Nurses in the unit so indicate by secret ballot; and
 - ii) The Hospital agrees to implement the compressed work week; such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
- i) Seventy-five (75%) of the Nurses in the unit so indicate by secret ballot; or
 - ii) The Hospital serves notice of its desire to discontinue extended tours because of:
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule,
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
- i) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation in an attempt to resolve identified problems, and
 - ii) When the parties are unable to resolve the identified problems to their mutual satisfaction, extended tours will be discontinued effective sixty (60) days after the date of the meeting referred to in paragraph 3 (a) above.
- L-2 (a) Extended tours shall normally be defined as:
- 0700 – 1900
 - 1900 – 0700

inclusive of a minimum three-quarter ($\frac{3}{4}$) hour unpaid meal period.

- (b) Notwithstanding (a) above, the parties shall meet prior to extended tours being implemented in any unit in an effort to develop a mutually agreeable schedule for that unit, which schedule may include a mix of eight (8) and twelve (12) hour tours.

L-3 Scheduling of extended tours shall be in accordance with the following:

- (a) No split shifts.
- (b) Nurses may make a request in writing to their Unit Manager, from time to time, for four (4) hours' time off prior to the commencement of a shift or end of their shift.
 - i) Such requests will not be unreasonably denied and will not be less than four (4) hours and will not result in premium pay; and
 - ii) The request can be made at any time after the schedule is posted.
- (c) A Nurse shall not be required to work more than three (3) consecutive extended tours. Premium pay will be paid for all hours worked on the fourth (4th) consecutive extended tour and all subsequent consecutive extended tours until a day off is received.
- (d) At least two (2) consecutive days off shall be scheduled.
- (e) There shall be a period of not less than eleven (11) hours off between tours of duty. Where the Hospital fails to provide the requisite hours off as provided herein, a full-time or regular part-time Nurse will be compensated with premium pay for all hours worked during the previous twelve (12) hours.

Regular Part-time Nurses will have forty-eight (48) hours' time off following two (2) or more scheduled shifts of night duty before returning to the day shift. For call in purposes, a part-time Nurse must have 24 hours' time off before shift changes. Premium pay will be paid for any shift commencing within forty-eight (48) hours or twenty-four (24) hours as stated above.

Employees shall not be scheduled to transition between tours more than once per week.

- (f) Full-time and regular part-time Nurses are duly entitled to at least two (2) weekends off in four (4), but the Hospital shall make every effort to schedule Nurses off every other weekend. They shall be paid time and one-half ($1\frac{1}{2}$) their regular straight time hourly rate for all hours worked on a third consecutive and all subsequent consecutive

weekend(s) worked until a weekend is received off, 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 the result of an exchange of shifts with another Nurse.
- (g) A Nurse shall not be required to work more than two (2) weeks of nights to be followed by at least one (1) week of the day shift.
- (h) i) A Nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's and will not be scheduled to work more than three (3) days in a row.
- ii) The Christmas period shall include all hours from 0700 hours on December 24th to 0700 hours on December 27th.
- iii) The New Year's period shall include all hours from 0700 hours on December 31st to 0700 hours on January 2nd.
- iv) Nurses who work in units normally closed at Christmas and/or New Year's will not be required to work on another unit unless such Nurses request to do so.
- v) The scheduling provisions concerning weekends may be waived during the period of December 20 - January 7 in order to honour the above time off requirements in conjunction with Christmas and New Year's.
- (i) A weekend shall commence at 1900 hours Friday and end at 0700 hours Monday.
- (j) Total break time for extended tours will be divided as follows:
- i) The first forty-five (45) minutes shall be paid break time; and
 - ii) The second forty-five (45) minutes shall be unpaid break time.

ARTICLE M – PREPAID LEAVE

M-1 No more than two (2) Nurses may be absent on prepaid leave at any one (1) time provided that not more than one (1) Nurse from any unit is absent at the same time. Notwithstanding the above, the Hospital, in its discretion, may allow a third Nurse to be absent on prepaid leave at the same time.

ARTICLE N – JOB-SHARING

- N-1 Job-Sharing is defined as an arrangement whereby two (2) Nurses share the hours of what would otherwise be one (1) full-time position.
- N-2 All Job-Sharing arrangements shall be voluntary for all participants.
- N-3 Job-Sharing requests with regard to full-time positions shall be made in writing to the Chief Human Resources Officer.
- N-4 Job-Sharing requests with regard to full-time positions shall be considered on an individual basis. It is understood that the Hospital has the sole right to determine if any full-time position shall be shared by two (2) Nurses and retains the sole right to determine the required ratio of full-time to part-time Nurses. Such rights shall not be exercised in an unreasonable or arbitrary manner.
- N-5 All Job-Sharers shall be treated as regular part-time Nurses and shall be covered by the provisions regarding part-time Nurses of the Collective Agreement unless expressly amended herein.
- N-6 Total regular scheduled hours worked by the Job-Sharers shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) Nurses and the Head Nurse of the Unit.
- N-7 The above schedules shall conform with the scheduling provisions for full-time Nurses as per the Collective Agreement.
- N-8 Each Job-Sharer may exchange shifts with their partner, as well as with other Nurses, as provided by the Collective Agreement.
- N-9 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.
- N-10 Coverage
- (a) It is expected that both Job-Sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Nurse Manager will be notified and will be responsible for booking coverage. Job-Sharers are not required to cover for their partner in the case of prolonged or extended absences.
- (b) For vacation, the Job-Sharing partner will provide the replacement, where possible, and where so provided, this position shall not form part of any unit vacation quota.

(c) Pregnancy Leave, and other leaves pursuant to Article 11 of the Collective Agreement:

In the event that one (1) member of the Job-Sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Nurse Manager, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

If the remaining member cannot cover the leave, other part-time Nurses shall be offered the additional tours.

N-11 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 willing to share their position, may do so without having their half of the position posted. The other half of the Job-Sharing position will be posted, and selection will be made on the criteria set out in the Collective Agreement.

If the incumbent full-time Nurse has been working a master rotation schedule, that master rotation shall not be changed due to the Job-Sharing arrangement.

(c) If one of the Job-Sharers leaves the arrangement, their position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining Nurse will have the option of continuing the full-time position or reverting to a part-time position for which they are qualified. If they do not continue full-time, the position must be posted in accordance with the Collective Agreement.

(d) Each new Job-Sharing arrangement shall be subject to a six (6) month trial period.

N-12 Discontinuation

Either party may discontinue the Job-Sharing arrangement with thirty (30) 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. Where a job-sharing arrangement is discontinued, the full-time position will be posted according to the Collective Agreement.

ARTICLE O – INNOVATIVE SCHEDULES

- O-1 The parties agree that schedules, other than those included in Articles 13.01 and 13.02, may be developed in order to improve quality of working life, and support cost-efficiency. When a Nurse on a unit submits in writing a request to work under the innovative scheduling provisions, the Hospital and the Union will meet to consider the request and if there is agreement to proceed, discuss and finalize the implementation issues.

ARTICLE P – WEEKEND SCHEDULES

- P-1 In order to meet the Hospital's needs for weekend staff and individual Nurses' preference for working weekends, the parties agree that when a Nurse on a unit submits in writing a desire to work a weekend schedule, the Hospital and the Union will meet to consider the request and if there is agreement to proceed, to discuss the implementation issues which would include but are not limited to;

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

ARTICLE Q – VOLUNTARY part-time & RETIREE BENEFITS

- Q-1 Voluntary Part-time Benefits – Process for Payment

The Employer agrees to provide part-time Nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17. It is understood and agreed that the part-time Nurses who participate will assume the monthly premiums.

Any part-time Nurse who wishes to participate will provide payment of the premiums through twelve (12) post-dated cheques submitted by July 1st of each year.

It is understood that any transaction would be dated the first (1st) of each and every month.

The Employer will notify the Union of the benefit costs to part-time Nurses in June of each year, and each time the benefit costs are renegotiated by the Employer.

- Q-2 Retiree Benefits – Process for Payment

Any bargaining unit Nurse who retires and wishes to participate in the benefit plans as outlined in Article 17.01(h) will provide advance payment

of the benefits through twelve (12) post-dated cheques submitted by July 1st of each year.

It is understood that any transaction would be dated the first (1st) of each and every month.

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

ARTICLE R – TEN HOUR TOURS

- R-1
- (a) For Nurses working ten (10) hour tours, a regular day tour shall be comprised of 9.5 hours, which shall include one break of thirty (30) minutes or two breaks of fifteen (15) minutes each which are paid and an unpaid lunch break of thirty (30) minutes.
 - (b) Nurses on ten (10) hour tours will not be scheduled for more than four (4) consecutive tours unless a Nurse requests otherwise. Premium pay will be paid for all hours worked on the fifth (5th) consecutive extended tour and all subsequent consecutive extended tours until a day off is received.
 - (c) Schedules will provide for every other weekend off.
 - (d) A full-time and/or regular part-time Nurse shall be paid time and one-half (1½) their regular straight time hourly rate for all hours worked on a third consecutive and all subsequent consecutive weekend(s) worked until a weekend is received off, 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 the result of an exchange of shifts with another Nurse.
 - (e) At least fourteen (14) hours' time off shall be scheduled between change of shifts, it being understood that there may be more than one starting time for the day shift. Where the Hospital fails to provide the requisite scheduled hours off as provided herein, a full-time and/or regular part-time Nurse will be compensated with premium pay for all hours worked during the previous fourteen (14) hours.
 - (f) For the purpose of sub-article G-4, the utilization of single vacation days will be modified to six (6) ten (10) hour tours instead of ten (10) normal daily tours.

- (g) Paid holidays are paid at the rate of 7.5 hours. Nurses working on a paid holiday receives one and one-half (1½) times their regular rate for 9.5 hours, plus holiday pay of 7.5 hours, if eligible.
- (h) Nurses on sick leave are paid 9.5 hours for single days of absence. When absent for one whole week or more, the Nurse is paid at the rate of 37.5 hours per week.
- (i) The practice of scheduling ten (10) hour tours shall be discontinued in accordance with the language of Article L-1 (b) and (c).
- (j) The hours of work for full-time Nurses working ten (10) hour tour rotations will be averaged over the master rotation schedule so that no full-time Nurse will be scheduled to work more than 1950 hours in a calendar year without premium pay provisions applying.

R-2 All provisions contained in this Appendix 5 will apply to Nurses working extended ten (10) hour tours unless expressly amended above.

R-3 Prior to implementing and/or adding a ten (10) hour tour schedule in any unit, the Employer will meet with the Union to discuss such implementation and provide a master for review and approval.

ARTICLE S – EXTENDED 2D2N ROTATIONS (FULL-TIME NURSES ONLY)

- S-1 (a) 2D2N rotations shall be introduced into any unit when:
- i) Seventy-five (75%) the Nurses in the unit so indicate by secret ballot; and
 - ii) The Hospital agrees to implement the 2D2N rotations; such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) 2D2N rotations may be discontinued in any unit when:
- i) Seventy-five (75%) of the Nurses in the unit so indicate by secret ballot; or
 - ii) The Hospital serves notice of its desire to discontinue extended tours because of:
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule,
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.

- (c) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
 - i) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation in an attempt to resolve identified problems, and
 - ii) When the parties are unable to resolve the identified problems to their mutual satisfaction, 2D2N rotations will be discontinued effective sixty (60) days after the date of the meeting referred to in paragraph (c) i) above.

S-2 The establishment of the 2D2N schedules will be done only by mutual agreement of the Union and the Employer. The parties will exchange written communication indicating there is an agreement to implement a 2D2N schedule on any unit.

S-3 The Nurses will be offered the rotations by seniority.

S-4 The finalized master rotation must be agreed upon by the parties prior to being presented to the Employees on the unit. Once the master rotation is finalized it will not be altered without the consent of the Union.

S-5 The 2D2N master rotation must be calculated to years end to ensure the schedule provides 1950 hours in each calendar year. The parties will determine how additional hours will be added to the schedule to meet the 1950-hour requirement.

S-6 The scheduling provisions of Article L will apply in 2D2N scheduling except whereas amended below:

If an Employee works an additional shift on their scheduled weekend or scheduled weekend off, the Nurse will receive premium pay for all additional hours worked and any shifts scheduled on the following weekend save and except where:

- (a) A full-time Nurse will not be scheduled to work more than four (4) consecutive extended tours. Premium pay will be paid for all hours worked on the fifth (5th) tour and all subsequent tours until a day off is received.
- (b) If an Employee works an additional shift on their scheduled weekend or scheduled weekend off, the Nurse will receive premium pay for all additional hours worked and any shifts scheduled on the following weekend save and except where:
 - i) Such weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse.
 - ii) Such Nurse has requested weekend work.

- iii) Such weekend is worked as a result of an exchange of shifts with another Nurse.

Shifts exchanges shall be permitted in accordance with Article J-3 (b).

- S-7 All provisions in this Appendix 5 of Local issues will apply to Employees working 2D2N rotations unless expressly amended above.

ARTICLE T – VIOLENCE PREVENTION AND CONTROL

- T-1 The Hospital will notify the Union and Bargaining Unit President in writing within seventy-two (72) hours of any Employee who has been assaulted while performing her work. For critical injuries, the Employer will verbally notify the JHSC and the Union immediately and follow up in writing within forty-eight (48) hours with all legally required information under the *Occupational Health and Safety Act*. The Nurse who feels that they have been verbally assaulted must identify such when reporting an incident for this provision to apply. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.

- T-2 Upon the written request of a Nurse, the Hospital may, at its discretion, consider the repair or replacement of any uniform, clothing or personal items damaged in the normal course of the Nurse's duties other than through the Nurse's own carelessness. Such request will not be unreasonably denied.

- T-3 Violence in the Workplace

- (a) Definition of Violence

The Employer agrees that no form of verbal, physical, sexual, racial or other abuse which may cause physical or psychological injury or that gives a person reason to believe that they or another person is at risk of physical and/or psychological injury will be condoned in the workplace. Any Employee who believes the situation to be abusive shall report this to the immediate supervisor who will take every precaution reasonable to rectify the abusive situation.

- (b) Violence Policies and Procedures

The Employer agrees to have in place explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations, and the provision of support to Employees who have faced or experienced violence. The policies and procedures shall be part of the Employer's Health and Safety Program with access available to all Employees via the intranet.

(c) Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence against staff.

(d) Training

The Employer 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 on an annual basis for all Employees.

(e) Support and Counselling

The Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help Employees recover from such incidents. This support may be including, but not limited to, the Employee Assistance Program.

(f) Follow-Up

The Employer agrees to follow-up on each incident as soon as possible after an occurrence of violence in the workplace. The purpose of this follow-up will be to review the incident, gather facts, explore ways in which the Employee may be supported, review how such an incident could have been avoided and what measures, if any, are required to prevent or reduce the likelihood of such an incident from occurring again. The degree of follow-up will be dependent on the specific situation.

(g) The Hospital agrees to follow the time frames set out in the "Workplace Violence" policy with respect to responding to complaints.

**ARTICLE U – ELECTRONIC GRIEVANCE AND PROFESSIONAL RESPONSIBILITY
WORKLOAD REPORT FORM**

U -1 The parties agree to use the electronic version of the O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement and the Professional Responsibility Workload Report Form at Appendix 6 of the Hospital Central Agreement.

U-2 The parties agree that hard copies of the electronic form are valid for the purpose of Article 7 and Article 8 of the Hospital Central Agreement.

- U-3 The Union undertakes to get a copy of the electronic version signed by the grievor and/or complainant.

- U-4 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 and/or Professional Responsibility Workload proceed to mediation or Independent Assessment Committee hearing.

DATED at Leamington, this 14th day of December, 2023.

FOR THE HOSPITAL:

“Nancy Jammu-Taylor”

“Danielle Carlini”

“Heather Badder”

“Katelyn Dryden”

FOR THE UNION:

“Kimberley Evans”
Labour Relations Officer

“Kaitlyn Villenga”

LETTERS OF UNDERSTANDING**LETTER OF UNDERSTANDING
RE: VARIATIONS TO NORMAL TOURS OF DUTY**

Notwithstanding Article J-3 (d) (ii), and in compliance with the Memorandum of Settlement between the Parties signed January, 1995, the following is a listing to tour variations existing at the time of signing of the Memorandum, and a list of tour variations existing and agreed between the Parties as of July 14, 2020.

Emergency Department	1000-2200 1500-0300 0800-2000 CRN 0800-1600 GEM
Ambulatory Care	0800-1600 0900-1700 1000-1800 RPT Only: 0700-1100 0800-1200 0900-1300
OR/PACU/Day Surgery PASC	0800-1600 0830-1630 0900-1700 0700-1700 RPT only: 0700-1100 0800-1200 0900-1300 0745-1545 RFNA
NP Hospitalist	0730-1530
NP Critical Care	0800-1600
MMS	0830-1630 1000-1800 1200-2000

**LETTER OF UNDERSTANDING
RE: COMPOSITE POSITIONS**

Should the Hospital wish to develop composite positions within the bargaining unit, they will notify and meet with the Union to determine the terms and conditions of the positions prior to posting the positions and identify same in a Letter of Understanding agreed to by the parties.

**LETTER OF UNDERSTANDING
RE: NURSE PRACTITIONERS – EMERGENCY DEPARTMENT**

WHEREAS the Employer and the Union have discussed and wish to implement self-scheduling for the Nurse Practitioners (NP) in the Emergency Department due to the nature of their work and the needs of the department.

AND WHEREAS the Nurse Practitioners wish to have the ability to work a variable tour schedule which may consist of a combination of regular tours of 7.5 hours; and extended tours of 11.25- and 9.5-hour tours as permitted under Article 13.03.

THE PARTIES hereby agree as follows:

1. The Nurse Practitioners in the Emergency Department will self-schedule utilizing either the provisions of the collective agreement for regular tours (Article J) or extended tours (Article L and Article T); or they may opt to utilize a combination of all three tours as referred above.
2. Relief and meal periods shall be in accordance with the language of the Collective Agreement.
3. (a) The hours of work shall be averaged so that no Nurse Practitioner will be scheduled to work more than 225 hours in any scheduled six (6) week period without premium pay provisions being paid.

(b) Overtime will be paid for additional hours worked on any scheduled shift.
4. Schedules shall provide for every other weekend off and shall be determined by mutual agreement between the Nurse Practitioners in the department.
5. All premiums of the Collective Agreement shall apply.
6. Schedules shall be submitted to the Unit Manager for approval two weeks in advance and will cover not less than a six (6) week period.
7. There shall be a period of not less than eleven (11) hours off between tours of duty.
8. Where the schedule consists of a combination of tours or three (3) different tour lengths the Nurse Practitioners will not be scheduled any greater than five (5) consecutive tours where the majority of tours are regular tours; or four (4) consecutive tours where the majority of tours are extended tours.
9. Additional variations to the normal tours identified in the Collective Agreement (Article J-3 (d), L-2 (a) and the Letter of Understanding re: Variations to Normal Tours of Duty) shall be as follows:
 - (a) 0900 – 1900
 - (b) 0700 – 1700

10. Unless expressly amended above all provisions of the Collective Agreement will apply.
 11. The parties agree to review the Letter of Understanding in six (6) months from the date of beginning at which time any issues that have arisen will be addressed.
-

**LETTER OF UNDERSTANDING
RE: BARGAINING UNIT PRESIDENT SCHEDULE**

WHEREAS the parties wish to establish a schedule consistent with Article C-3, allowing the Bargaining Unit President to remain on the day tour for the term of their office.

THEREFORE, the parties agree as follows:

1. The Bargaining Unit President will be placed on a Monday to Friday day tour (0800 -1600) in the Home unit, as assigned by the Hospital. In this regard, there will be an additional Nurse, not to be counted in the daily complement.
 2. The Bargaining Unit President will use six (6) eight (8) hour tours per posted schedule for the purposes of conducting Union business and attending meetings with the Hospital. It is understood that such time will be pre-scheduled at a time mutually agreement between the Bargaining Unit President and the Hospital.
 3. The Hospital shall continue to pay the Bargaining Unit President's full salary for such tours referenced in #3 but shall be reimbursed by the Union for three (3) seven point five (7.5) tours every posted schedule. This Union leave will be invisible for the purposes of determining premium payments and will not be counted for the purposes of determining eligibility for premium payments.
 4. This Letter of Understanding shall operate in place of Articles E-2 and E-4 of the Collective Agreement.
 5. Nothing precludes the Bargaining Unit President from taking any other leaves of absences provided for in Article 11, Article E-1 or Article E-3 of the Collective Agreement, with the appropriate written notices as provided for.
 6. All Articles of the Collective Agreement will apply except where amended as above.
 7. The scheduling of the Bargaining Unit President will be a standing item at the Hospital Union meeting.
-

**LETTER OF UNDERSTANDING
RE: VACATION SELECTION PROCESS**

WHEREAS the Employer and Union have met to discuss the Nurses' process for vacation selection.

Now therefore, in keeping with Article G-2, both parties agree to the following change in language:

- G-2 (a) The Hospital will post a visible vacation planner in each unit by January 7 for the following vacation year. Nurses will select their respective vacation in accordance with seniority and complete the selection process within four (4) weeks of the planner being posted unless the Employer and the Union have agreed, in writing, to an extension. Vacation will be granted by seniority. The final approved vacation planner will be posted on the unit by March 1 and a copy will be provided to the Bargaining Unit President.

Remainder of Article remains the same.

Both parties agree to trial this vacation selection process for one (1) complete vacation year for the time period of April 1, 2024 to March 31, 2025.

Two (2) months prior to the date for the next year selection process (i.e., by November 7, 2024), a meeting will be held with the parties to determine next steps.

During the trial period any issues related to this process will be forwarded to the Vacation Scheduling Committee for discussion.

**LETTER OF UNDERSTANDING
RE: VACATION QUOTA**

For the purposes of determining the vacation quota as per Article G-2(b), the parties agree as follows:

- (a) For employees working 7.5-hour tours:
- i) Add up the total number of weeks of vacation entitlements for Employees in the unit; and
 - ii) Divide that number by 46.

The end number that is arrived at is the vacation quota for that unit. Recognizing that this will most often result in a fractional number, the Hospital will then further calculate the number of weeks for which the vacation quota will be rounded up and the number of weeks for which the vacation quota will be rounded down so as to ensure that all Employees are able to schedule their full vacation entitlement. The Hospital will then further identify those weeks for which the higher vacation quota will be applied.

- (b) For employees working 11.25-hour tours:
- i) Add up the total number of weeks of vacation entitlement for Employees in the unit;
 - ii) Multiply this by seven (7) (days/week);
 - iii) Divide by 11.25 hours; and
 - iv) Divide by 46 weeks.

The end number that is arrived at is the vacation quota for the day.

**LETTER OF UNDERSTANDING
RE: NURSE PRACTITIONER – RECENTLY RELATED EXPERIENCE CREDIT**

WHEREAS: The Hospital and the Union have had discussions regarding the recruitment and retention difficulties of Nurse Practitioners at Erie Shores Healthcare.

WHEREAS: ONA and the Hospital have a common desire to enhance the ability to successfully recruit and retain Nurse Practitioners at Erie Shores Healthcare.

NOW, THEREFORE the parties agree on a without prejudice basis:

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

APPENDIX A – ONA SCHEDULES POSTING REQUIREMENTS

Date of Posting	Due Date 09:00 for Requests	Period of Time Schedule Covers
March 3, 2023	February 17, 2023	March 20, 2023 - April 16, 2023
March 31, 2023	March 17, 2023	April 17, 2023 – May 14, 2023
April 28, 2023	April 14, 2023	May 15, 2023 – June 11, 2023
May 26, 2023	May 12, 2023	June 12, 2023 – July 9, 2023
June 23, 2023	June 9, 2023	July 10, 2023 – August 6, 2023
July 21, 2023	July 7, 2023	August 7, 2023 – September 3, 2023
August 18, 2023	August 4, 2023	September 4, 2023 – October 1, 2023
September 15, 2023	September 1, 2023	October 2, 2023 – October 29, 2023
October 13, 2023	September 29, 2023	October 30, 2023 – November 26, 2023
November 10, 2023	October 27, 2023	November 27, 2023 – January 21, 2024
January 5, 2024	December 22, 2023	January 22, 2024 – February 18, 2024
February 9, 2024	January 26, 2024	February 19, 2024 – March 17, 2024
March 1, 2024	February 16, 2024	March 18, 2024 – April 14, 2024
March 29, 2024	March 15, 2024	April 15, 2024 – May 12, 2024
April 26, 2024	April 12, 2024	May 13, 2024 – June 9, 2024
May 24, 2024	May 10, 2024	June 10, 2024 – July 7, 2024
June 21, 2024	June 7, 2024	July 8, 2024 – August 4, 2024
July 19, 2024	July 5, 2024	August 5, 2024 – September 1, 2024
August 16, 2024	August 2, 2024	September 2, 2024 – September 29, 2024
September 13, 2024	August 30, 2024	September 30, 2024 – October 27, 2024
October 11, 2024	September 27, 2024	October 28, 2024 – November 24, 2024
November 8, 2024	October 25, 2024	November 25, 2024 – January 19, 2025
January 3, 2025	December 20, 2024	January 20, 2025 – February 16, 2025
January 31, 2025	January 17, 2025	February 17, 2025 – March 16, 2025
February 28, 2025	February 14, 2025	March 17, 2025 – April 13, 2025
March 28, 2025	March 14, 2025	April 14, 2025 – May 11, 2025
April 25, 2025	April 11, 2025	May 12, 2025 – June 8, 2025
May 23, 2025	May 9, 2025	June 9, 2025 – July 6, 2025
June 20, 2025	June 6, 2025	July 7, 2025 – August 3, 2025
July 18, 2025	July 4, 2025	August 4, 2025 – August 31, 2025
August 15, 2025	August 1, 2025	September 1, 2024 – September 28, 2025
September 12, 2025	August 29, 2025	September 29, 2025 – October 26, 2025
October 10, 2025	September 26, 2025	October 27, 2025 – November 23, 2025
November 7, 2025	October 24, 2025	November 24, 2025 – January 18, 2026
January 2, 2026	December 19, 2025	January 19, 2026 – February 15, 2026
January 30, 2026	January 16, 2026	February 16, 2026 – March 15, 2026
February 27, 2026	February 13, 2026	March 16, 2026 – April 12, 2026

*Article J-3 (b) – Each new schedule will cover a four (4) week period, except Christmas/New Year’s schedule which will cover an eight (8) week period.

- Posting date of Christmas/New Year’s schedule has been moved up one week to allow more time for planning and effective scheduling.