

COLLECTIVE AGREEMENT

Between:

FOUR COUNTIES HEALTH SERVICES
(Hereinafter called the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter called the "Union")

Expiry Date: March 31, 2020

APPENDIX 3 - SALARY SCHEDULES**Registered Nurse**

	<u>1-Apr-18</u>	<u>1-Apr-19</u>
Start	\$32.66	\$33.23
1 Year	\$32.81	\$33.39
2 Years	\$33.36	\$33.94
3 Years	\$35.00	\$35.62
4 Years	\$36.66	\$37.30
5 Years	\$38.72	\$39.40
6 Years	\$40.80	\$41.52
7 Years	\$42.89	\$43.64
8 Years	\$45.94	\$46.75
25 Years	\$46.76	\$47.57

Registered Practical Nurse

	<u>1-Apr-18</u>	<u>1-Apr-19</u>
Start	\$26.40	\$26.87
1 Year	\$26.49	\$26.95
2 Years	\$26.58	\$27.04
3 Years	\$26.67	\$27.13
4 Years	\$26.92	\$27.39
5 Years	\$27.60	\$28.08
8 Years	\$27.67	\$28.16
25 Years	\$28.08	\$28.57

Nurses with a Temporary Certificate

Nurses with a temporary certificate will be paid ten percent (10%) less than the current start rate for their respective classification. Upon presenting proof of current registration by the College of Nurses of Ontario, the RN / RPN shall be paid the appropriate salary retroactive to the date of successfully passing the registration examination, or to the date of last hire, whichever is later.

Nurse Practitioner

	<u>1-Apr-18</u>	<u>1-Apr-19</u>
Start	\$51.78	\$52.69
1 Year	\$52.05	\$52.96
2 Years	\$52.69	\$53.61
3 Years	\$53.32	\$54.25
8 Years	\$53.43	\$54.36
25 Years	\$54.36	\$55.31

APPENDIX 4 - SUPERIOR CONDITIONS

Seniority – Seniority for full-time registered nurses shall be separate and apart from seniority for full-time registered practical nurses. Seniority for part-time registered nurses shall be separate and apart from seniority for part-time registered practical nurses.

Layoff and Recall – layoff and recall for registered nurses shall be separate and apart from layoff and recall for registered practical nurses.

Job Posting – registered nurses can only apply for registered nurse positions; registered practical nurses can only apply for registered practical nurse positions.

APPENDIX 5 - LOCAL PROVISIONS

ARTICLE	PAGE
APPENDIX 3 - SALARY SCHEDULES.....	1
APPENDIX 4 - SUPERIOR CONDITIONS	2
APPENDIX 5 - LOCAL PROVISIONS.....	3
ARTICLE A - RECOGNITION.....	4
ARTICLE B - MANAGEMENT RIGHTS	4
ARTICLE C - UNION SECURITY	4
ARTICLE D - ASSOCIATION COMMITTEES AND REPRESENTATIVES	5
ARTICLE E - SENIORITY.....	5
ARTICLE F - HOURS OF WORK	6
ARTICLE G - VACATIONS.....	13
ARTICLE H - PAID HOLIDAYS	15
ARTICLE I - BULLETIN BOARDS	15
ARTICLE J - MISCELLANEOUS	16
ARTICLE K - LEAVES.....	17
ARTICLE L - JOB SHARING	17
ARTICLE M – VIOLENCE IN THE WORKPLACE	19
ARTICLE N – MUSCULOSKELETAL INJURY PREVENTION AND CONTROL.....	20
ARTICLE O – NURSE PRACTITIONERS	20
LETTER OF UNDERSTANDING.....	23
RE: Innovative 2D2N Extended Tour RN Full-Time Scheduling – Emergency Department and Active Care Unit	23
LETTER OF UNDERSTANDING.....	26
Re: Extended Tour – Overtime Pay	26
LETTER OF UNDERSTANDING.....	27
Re: Excess Hours of Work.....	27
LETTER OF UNDERSTANDING.....	28
Re: RPN Ambulatory Care.....	28

ARTICLE A - RECOGNITION

A-1 The Hospital recognizes the Union as the bargaining agent of all registered nurses, nurses with a temporary certificate, nurse practitioners, and all registered practical nurses employed in a nursing capacity by Four Counties Health Services, save and except supervisor and persons above the rank of supervisor.

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 Hospital and shall remain solely with the Hospital and without restricting the generality of the foregoing it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline nurses provided that a claim by a nurse that she/he has been disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the nurses;
- (d) determine in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
- (e) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith; and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

B-2 These rights will not be exercised in a manner inconsistent with this Agreement.

ARTICLE C - UNION SECURITY

C-1 The interview period provided for in Article 5.06 will be scheduled during the newly hired nurse's orientation period.

ARTICLE D - ASSOCIATION COMMITTEES AND REPRESENTATIVES

D-1 The parties agree that nurse representatives and committee members will represent both full-time and part-time nurses. It is understood that the total number of nurses as nurse representatives or committee members shall not exceed the following:

(a) Nurse Representatives

There will be two (2) nurse representatives.

(b) Grievance Committee

There will be up two (2) nurses.

(c) Hospital-Association Committee

There will be up to three (3) nurses one of whom shall be the Bargaining Unit President.

(d) Negotiating Committee

There will be up to three (3) nurses one of whom shall be the Bargaining Unit President.

(e) Joint Health and Safety Committee

There will be one (1) nurse.

(f) Fiscal Advisory Committee

There will be one (1) nurse.

D-2 The Hospital and the Association agree that the Hospital-Association Committee is the Committee to address the planning of professional development initiatives for nurses. This Committee shall satisfy all requirements as set out in Article 9 of the Collective Agreement.

D-3 The Hospital representatives on the Hospital-Association Committee shall not exceed the number of Union representatives. Each party may have one additional representative and/or an alternate.

ARTICLE E - SENIORITY

E-1 The seniority list as provided for in Article 10.02 shall be compiled as of December and June and posted in February and August of each year.

ARTICLE F - HOURS OF WORK

F-1 The Hospital will endeavour to achieve and maintain the following objectives in the formulation of working schedules for seven and one half (7 ½) hour tours:

- (a) The Hospital agrees that it will not schedule more than six (6) consecutive tours without the nurse's consent.
- (b) Shift schedules shall be posted four (4) weeks in advance and shall cover a six (6) week period. Requests will be submitted in writing four (4) weeks prior to the schedule being posted.
- (c) There will be not less than a period of sixteen (16) consecutive hours scheduled off between shift changes unless mutually agreed otherwise.
- (d) (applies to full-time only)

There will not be less than a period of forty-eight (48) consecutive hours scheduled off following the night shift when changing the schedule to either the day shift or evening shift.

- (e) The Hospital shall ensure each nurse at least three (3) weekends off in every six (6) weekends. Notwithstanding the above the Hospital shall endeavour to provide every other weekend off.

A full-time nurse working normal daily tours of seven and one half (7 ½) hours will receive premium pay as provided for in Article 14 of the Central Collective Agreement for all hours worked on all second (2nd) consecutive weekends and subsequent consecutive weekends save and except where:

A part-time nurse working normal daily tours of seven and one half (7 ½) hours will receive premium pay as provided for in Article 14 of the Central Collective Agreement for all hours worked on a third (3rd) consecutive weekends and subsequent consecutive weekends save and except where:

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

For the purpose of this provision it is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.

F-2 Hours of work for those working extended tours shall be scheduled in accordance with the following:

- (a) Shift schedules shall be posted for (4) weeks in advance and shall cover a six (6) week period. Requests will be submitted in writing four (4) weeks prior to the schedule being posted.
- (b) No more than three (3) consecutive tours will be scheduled.
- (c) Every second weekend off.

A nurse working extended tours will receive premium pay for all hours worked on a second consecutive and subsequent weekend save and except where:

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

For the purpose of this provision it is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.

- (d) There will be a period of not less than eleven (11) consecutive hours off between scheduled tours.

F-3 (a) When the Hospital decides to make a permanent change to the master schedule, it will advise the Union sixty (60) days prior to implementing the change and will, if the Union requests in a timely fashion, discuss the proposed changes with the Union.

- (b) Nurses who are unable to report for their regular scheduled shift shall give the Hospital at least four (4) hours' notice for evenings and night shifts and at least one (1) hour's notice for the day shift except in the case of emergency. Notification shall be done in a manner as prescribed by the Hospital.

- (c) A request by a nurse for a change in the posted shift schedule must be submitted in writing at least one (1) week prior to the desired change and co-signed by the nurse willing to make the exchange. Such request is subject to approval by the Hospital within one (1) week and shall not be unreasonably denied. Such exchange shall not in any event result in premium or overtime payment by the Hospital. In exceptional situations, requests for shift changes in the

posted schedule, with less than one (1) week notice, may be granted at management's discretion.

- (d) The night shift will be the last shift of the day.

F-4

(applies to full-time only)

- (a) In any two (2) week period, at least two (2) consecutive days off will be scheduled. Scheduling of split days off will be kept to a minimum.
- (b) Nurses who normally rotate shall be scheduled to work days and evenings or days and nights, unless mutually agreed otherwise.
- (c) A nurse who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on either an evening or night shift.
- (d) Nurses who presently trade into all evening or night shifts may be required to work day shifts as part of the normal staffing pattern for the purpose of reorientation, training, education and appraisal.
- (e) Compensating time off as provided for in Article 14.09 (in lieu of overtime) must be taken by the last pay in March of the current calendar year, or be paid out to the nurse on the last pay in March. It is agreed that the accumulation of overtime shall not exceed seventy-five (75) hours. All time in excess of seventy-five (75) hours will be paid to the nurse. Once lieu time has been approved it shall not be cancelled by the employer. Lieu time will be granted, after all vacation requests, hospital needs have been considered, and subject to not incurring premium pay.

F-5

(applies to full-time and regular part-time only)

- (a) Each nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Years. In order to achieve this time off, the Association waives the scheduling provisions in Article F-1 (a), (c), (d), (e), F-4 (a) and F-2 (b) and (c) to accommodate this special arrangement between December 15th and January 10th. This provision will not apply to areas where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays. The nurse will notify the employer by October 1ST if she/he does not want to be scheduled five (5) consecutive days off.
- (b) Definition of Christmas to include Christmas Eve Day, commencing at 0700 hours, Christmas Day, and Boxing Day. Definition of New Year's to include New Year's Eve Day commencing at 0700 hours and New Year's Day.
- (c) Nurses will yearly alternate Christmas and New Year's time off. The approved holiday schedule shall be posted no later than November

1ST. New nurses hired, shall be scheduled as needed and yearly thereafter, shall alternate.

(d) Waiver of Scheduling Provisions

For the purposes of the waived period under Article F-5 (a), i.e. December 15th and January 10th, an employee working normal daily tours of seven and one-half (7 1/2) hours or normal daily extended tours of eleven and one quarter (11 ¼) hours will receive a premium pay as provided for in Article 14 of the Central Collective Agreement for all hours worked on a fourth (4th) consecutive and subsequent weekend, save and except where:

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

For the purposes of this provision it is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.

It is understood that the foregoing shall apply to weekends worked immediately preceding or weekends worked immediately following the waived period and worked consecutively with weekends worked during the waived period.

Notwithstanding the foregoing, the Hospital will endeavour to not schedule employees to work more than two (2) consecutive weekends during the waived period.

F-6 (a) (applies to full-time only)

Where the nurse is unable to reach the Hospital for a shift due to inclement weather conditions which result in local road closures, the nurse shall have the option of using that tour as a vacation day or leave of absence without pay. Nurses with accrued overtime may elect to draw from their lieu bank on these occasions. It is understood the nurse would notify the Hospital as soon as possible of such inability to attend.

(b) (applies to part-time only)

Where the nurse is unable to reach the Hospital for a shift due to inclement weather conditions which result in local road closures, the day shall be considered a leave of absence without pay. It is

understood the nurse would notify the Hospital as soon as possible of such inability to attend.

F-7 A regular part-time nurse's commitment to be available for work as required will include the following conditions:

- (a) available to work three (3) weekends in six (6);
- (b) available to work all three (3) shifts (days, evenings and nights);
- (c) available to work at least three (3) scheduled seven and one half (7 ½) hour tours per week or two (2) extend hour tours per week or any combination up to forty-five (45) hours in a two week period; and
- (d) available to work as scheduled over either the Christmas or New Year's period subject to Article F-5.

A commitment that a regular part-time nurse must make as specified herein is not a guarantee that the nurse will be scheduled to work according to this commitment. Further the simple making of a commitment does not automatically transform a casual nurse into a regular part-time nurse.

F-8 (a) All regular part-time nurses on a unit will be equitably scheduled, up to forty-five (45) hours in two (2) weeks on the basis of rotating seniority. All regular part-time nurses on a unit will be scheduled up to their committed tours before any casual part-time nurses are utilized.

On occasion a regular part-time nurse may request in writing not to be scheduled for a particular day prior to the schedule being posted. Such request will be honoured in completing the schedule if at all possible.

(b) Additional shifts that become available after the schedule is posted will be first offered to the regular part-time nurses who do not have their commitment filled and then to regular part-time nurses on the basis of rotating seniority who have indicated they are available for additional shifts. Additional shifts will then be offered to casual part-time nurses on the basis of availability.

i) Nurses who wish to be considered for additional tours must indicate their availability in writing to their manager by March 1st and September 1st, each year. Such changes will take effect on the next posted schedule and will remain in effect until the nurse submits a new request as per the timelines immediately above. In the case of a nurse whose availability changes during the timeframes above due to unforeseen circumstances, the nurse will discuss such changes with their manager. Such changes will be implemented upon mutual agreement and will be in effect for the remainder of the current six (6) month period;

- ii) A tour will be deemed offered when the one main number provided by the nurse is contacted. Nurses are responsible for checking their messages. Messages left will be considered as a shift offered;
 - iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
 - iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made;
 - (c) It is recognized that the Hospital shall not be required to assign any hours which may result in overtime premium pay;
 - (d) Once the Hospital has decided to schedule or call in a Nurse and have exhausted all part-time Nurses in a non-premium pay situation, the hours will then be offered to Nurses who possess the required skill and ability (e.g. Triage Nurse), in a premium pay situation in the following order:
 - i) All full-time nurses on the unit on the basis of rotating seniority;
 - ii) All regular part-time and job-sharers on the unit by rotating seniority;
 - iii) All casual part-time nurses on the unit by rotating seniority.
 - (e) Notwithstanding the above, where a regular part-time Nurse had a scheduled shift cancelled and a need arises whereby the Hospital intends to call a Nurse in for the same cancelled shift, the Nurse who has had her/his shift cancelled will be given the first opportunity to work that call-in shift.
- F-9 The provisions of Article F – Hours of Work, except where restricted to full-time only, will apply to casual part-time nurses who are prescheduled under article F-8 (a).
- F-10 Premium pay according to the Collective Agreement shall be paid to the nurse for all shifts worked as a result of the Hospital's failure to comply with Articles F-1 (a), (c), (d), F-4 (a) and F-2 (b), except for those provisions which can be waived by mutual agreement.
- F-11 Where part-time nurses are scheduled to work less than a normal seven and one-half (7 ½) hour tour, Article F applies in its entirety except as amended by the following:
- (a) The hospital will endeavour to keep the number of tours comprised of less than seven and one-half (7 ½) hours to a minimum (or to a reasonable level);

- (b) No part-time nurse will be scheduled solely on tours of less than seven and one-half (7 ½) hours in any pay period except where such arrangements are requested by the nurse or except in units of the hospital where the routine hours of operation are less than seven and one-half (7 ½) hours;
- (c) Nurses working shifts comprised of less than seven and one-half (7 ½) hours shall be granted a paid rest period.

F-12

- (a) For the purpose of Article 14.10:
 - i) the evening shift is defined as 1500 to 2300
 - ii) the night shift is defined as 2300 to 0700
- (b) For the purpose of Article 14.15, it is agreed that the definition for the hours of the weekend shall be from 2300 hours Friday to 2300 hours Sunday.

F-13

Extended Tours

Introduction and discontinuation of extended tour

- (a) Extended tours shall be introduced into any unit when:
 - i) eighty per cent (80%) of the full-time/regular part-time nurses in the unit, in the relevant classification(s) who cast votes, so indicate by a supervised secret ballot; and
 - ii) the Hospital agrees to implement the extended tours; such agreement shall not be withheld in an unreasonably arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
 - i) eighty per cent (80%) of the full-time/regular part-time nurses in the unit, in the relevant classification(s) who cast votes so indicate by a supervised secret ballot; or
 - ii) the Hospital 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, and states its intention to discontinue the extended tours in the schedule.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:

- i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- ii) where it is determined that the schedule will be discontinued, affected nurses shall be given sixty (60) days notice before the scheduling initiative is discontinued.

Guidelines for Voting

- i) Two (2) different times will be designated for voting.
- ii) There will be a closed ballot box.
- iii) A printed list of all full-time/regular part-time nurses in the unit will be drawn up. The nurse will sign her/his name when she/he has cast her/his ballot. All eligible nurses have the right to vote but may choose not to exercise this right.
- iv) The Bargaining Unit President/or designate from the Union will be present at voting as will the Chief Nurse Executive (CNE)/or designate. These two (2) persons will be responsible to count the votes and to advise the staff of the outcome.
- v) Ballots will be destroyed by the Chief Nurse Executive (CNE)/or designate and the Bargaining Unit President/or designate at the completion of ballot counting.

F-14 The Employer shall respond in writing to all requests for time off within four (4) business days. This provision shall not apply to vacation requests covered under Article G-1 (c).

ARTICLE G - VACATIONS

- G-1 (a) The date for determining vacation entitlement under Article 16.01 shall be the nurse's anniversary date. For clarity, upon completion of the anniversary date and entitlement to a higher level of vacation entitlement, a nurse will commence accumulation of vacation entitlement (time and pay) at the higher level.
- (b) For scheduling purposes, the vacation year will be from April 1 to March 31 of the following year. Vacation to be used in the year it is accrued.
- (c) A vacation planner showing the nurse's seniority ranking and vacation entitlement shall be posted no later than January 15th of each year.

The nurse will indicate her 1st, 2nd, 3rd preference for vacation for the period April 1st to September 30th, no later than February 15th. A finalized vacation schedule will be posted by March 15th.

A vacation planner showing the nurse's seniority ranking shall be posted no later than August 1st of each year. The nurse will indicate her 1st, 2nd, 3rd preference for vacation for the period October 1st to March 31st, no later than August 31st. Preference in approval of vacation will consider nurses who did not receive their 1st preference during the first six (6) month vacation selection process. A finalized vacation schedule will be posted by October 1st.

Vacation shall be allocated based upon both seniority and preference combined.

- (d) In scheduling vacation requests, preference will be given to nurses in accordance with their seniority provided the nurse exercises this right by the date in (c) above, after which time vacation requests, which must be in writing, will be scheduled on a first come, first served basis.

If no vacation allotment is indicated by the following January 15th the vacation will be scheduled by mutual agreement between the nurse and their supervisor. If there is no agreement, the supervisor will make the final decision.

- (e) The Hospital shall grant vacation requests subject to the staffing requirements of the Hospital allowing for at least one nurse off per shift per day.
- (f) Vacations will not be scheduled for the period from December 15th to January 10th. However, vacations will be considered in extenuating circumstances.
- (g) Vacations for nurses will normally be granted in blocks of one or more consecutive weeks. Part-time and full-time nurses shall be allowed to take up to ten (10) single vacation days. No more than four (4) weeks vacation will be granted to any one nurse in the scheduling period between May 1st and October 31st.

Additional weeks of vacation may be granted with management's approval. Vacation weeks will take precedent over single vacation days.

- (h) The Hospital shall grant a nurse carry over to a maximum of seventy-five (75) hours into the next year.

Notwithstanding the above a nurse in extenuating circumstances may make a request prior to February 15th to the Director of Human Resources to carry over up to an additional thirty seven and a half (37.5) hours of vacation into the next vacation year provided that

such additional hours are taken before July 1st. Such request shall not be unreasonably denied.

- G-2 Prior to leaving on vacation, nurses shall request the date and time on which to report for work following the vacation if the schedule has not been posted for such date.
- G-3 The Hospital shall continue its practice of paying vacation pay for part-time employees in each pay cheque.

ARTICLE H - PAID HOLIDAYS

- H-1 The designation of paid holidays under Article 15.01 is as follows:

- New Year's Day
- Family Day (Third Monday in February)
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day (July 1)
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

- H-2 (applies to full-time only)

Where a nurse is entitled to a lieu day as set out under Article 15.04 and 15.05, such days shall be scheduled at a mutually agreeable time within thirty (30) days prior to the holiday and thirty (30) days after the holiday or payment shall be made in accordance with Article 15.03.

- H-3 When a nurse is scheduled to work on a weekend to which a paid holiday is attached, the nurse will be scheduled to work the paid holiday, if required.

When a nurse is scheduled off work on a weekend to which a paid holiday is attached, the nurse will be scheduled off on the holiday, if possible.

- H-4 The premium pay of time and one-half provided in accordance with Article 15.05 and 15.08 will be paid for all hours worked between 0001 hours and midnight on the paid holidays listed in Article H-1.

ARTICLE I - BULLETIN BOARDS

- I-1 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and notices otherwise restricted to Association matters. All such notices must be signed by a member of the Association Executive/Contact Person and submitted to the Hospital Chief Executive

Officer or his designee for approval prior to being posted. Such approval shall not be unreasonably denied.

ARTICLE J - MISCELLANEOUS

J-1 The Hospital will provide one (1) beeper for the nurse on standby. The transfer of the beeper between staff shall be arranged by the nurses at no cost to the Hospital.

J-2 Modified Work

(a) The Hospital will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.

(b) When it has been medically determined that a nurse is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a representative of the Ontario Nurses' Association and the nurse to discuss the circumstances surrounding the employee's return to suitable work.

(c) The Hospital agrees to provide the nurse with a copy of the Workplace Safety & Insurance Board Form 7 at the same time as it is sent to the Board.

(d) The Hospital and the Union recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their early and safe return to work.

J-3 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for an ONA job position will be notified, in writing or by personal e-mail, if available, as soon as possible once the decision has been made and prior to the posting of the name of the successful candidate.

J-4 Retiree Benefits – Process for Payment

Any full-time bargaining unit nurse who retires and is eligible to participate in the benefit plans as outlined in Article 17.01 (h) or 17.01 (i) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis, or through pre-authorized withdrawal process. It is understood that any transaction would be dated the first of each and every month.

The Hospital will notify the Union and all participating employees of the benefit premium rates upon commencement of benefits and whenever a change in premiums occurs.

ARTICLE K - LEAVES

K-1 Prepaid Leave Plan

- (a) The maximum number of full-time nurses who may be absent at one time under the Prepaid Leave Plan shall be one (1).
- (b) The maximum number of part-time nurses who may be absent at one time under the Prepaid Leave Plan shall be one (1).

K-2 Leave for Association Business

As provided for in Article 11.02, the accumulated total of leave of absence of all nurses, including full-time and part-time nurses, shall be twenty-five (25) days during the calendar year and subject to the following conditions:

- (a) Where possible, the Association will notify the Hospital in writing four (4) weeks in advance of the requested leave.
- (b) No more than two (2) nurses shall be absent at any one time of whom no more than one (1) shall be from any one unit or area.
- (c) The granting of leave shall be subject to the staffing requirements of the Hospital.

K-3 The Bargaining Unit President will be paid at her regular straight time hourly rate for time spent in meetings arranged or requested by the Hospital which occur outside her scheduled hours of work. Such hours will be invisible for purposes of determining premium payments (i.e. these hours will not attract premium payment and will not be counted for purposes of determining eligibility for premium on other hours worked.)

K-4 The Hospital agrees to grant leaves of absence without pay, to a nurse elected to the position of Local Coordinator. Such leave will be subject to the scheduling requirements of the Hospital and notice to the Hospital in writing two (2) weeks in advance of the requested leave, whenever possible.

ARTICLE L - JOB SHARING

L-1 If the Hospital agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

- (a) Job Sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be

determined by mutual agreement between the two (2) nurses and the unit supervisor or delegate.

- (c) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- (d) Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- (f) Coverage
 - i) It is expected that both job sharers will cover each other's vacation and incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
 - ii) Maternity Leave, and other leaves pursuant to Article 11 of the Central Agreement.

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

Implementation

- (g) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreements.
- (h) Any incumbent full-time nurse wishing to share her position may do so without having her 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.
- (i) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the remaining employee will revert to her or his former status. If the remaining employee was previously full-time, the shared position will become her position. If the remaining employee was previously part-time and there is no part-time position available on the same Unit, she or he shall exercise her or his layoff bumping rights to

obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

Discontinuation

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

Should a job sharing arrangement be discontinued and one of the job sharers is the original owner of the full-time position, this nurse will have the option of reverting to her full-time status or exercise her or his layoff bumping rights to obtain a regular part-time position. The other job sharer can exercise her or his layoff bumping rights to obtain a regular part-time position.

ARTICLE M – VIOLENCE IN THE WORKPLACE

M-1 Violence in the Workplace

- (a) Violence shall be defined as any incident in which a nurse is threatened or assaulted during the course of their employment. This includes the application of force, threats with or without weapons, as well as severe verbal abuse. The Hospital agrees that such incidents will not be condoned in the workplace. Any nurse who encounters such acts of violence in the workplace shall verbally report the incident to his/her supervisor immediately and complete an Unusual Occurrence Report, whether experienced directly by the nurse or if witnessed as an incident involving another employee.
- (b) The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Occupational Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations. These policies and procedures shall be communicated to all employees.
- (c) The Hospital will ensure that there is a procedure to report all incidents of violence to the Joint Occupational Health and Safety Committee.
- (d) The Hospital will ensure that all reports of assaults resulting in injury are reported to the Workplace Safety and Insurance Board (WSIB) in accordance with WSIB policy.
- (e) The Hospital will notify the Union in writing of all incidents related to violence within 4 days. For critical injuries the employer will notify the Union immediately and in writing within 48 hours. Such notices

will contain all of the information as prescribed in Section 5 of the health care regulation.

- (f) The Hospital shall provide for reasonable repair or replacement cost for damage to an employee's personal belongings (clothing, watch, glasses, contact lenses and prosthesis; jewellery is excluded with the exception of plain wedding bands) directly attributed to an assault while performing her work. It is understood that reimbursement shall be subsequent to completion of a Hospital Unusual Occurrence Report and the employee's provision of a receipt. The employee will endeavour to present her or his claim to the Hospital within seven (7) days after the event, unless it was not possible for her or him to do so during this period.
- (g) The Hospital agrees to provide training and information on the prevention of violence to all nurses who come into contact with potentially aggressive persons. The training will be done during a new nurse's first three (3) months of work and updated as required.

ARTICLE N – MUSCULOSKELETAL INJURY PREVENTION AND CONTROL

- N-1 The Hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of nurses.
- N-2 At least once a year the musculoskeletal prevention and control measures, procedures, practices, equipment, proper lifting techniques and training shall be reviewed and revised in the light of current knowledge and practice.
- N-3 The review and revision shall be done more frequently than annually if,
 - (a) The Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
 - (b) There is a change in circumstances that may affect the health and safety of a nurse.
- N-4 The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all nurses during a new nurse's orientation and thereafter as required.

ARTICLE O – NURSE PRACTITIONERS

- O-1 The following articles of the collective agreement will not apply to Nurse Practitioners: F-1 (b), F-8, F-13, F-2 (b).

It is understood that the normal duties of a Nurse Practitioner do not constitute "overall responsibility for patient care" under article 19.04 (d).

Where mutually agreed between the Hospital and the Nurse Practitioner, the Nurse Practitioner may self-schedule her daily hours of work. Self-scheduling may include a combination of regular and longer daily tours (7.5 to 11.25 hours) as mutually agreed between the Nurse Practitioner and the Hospital, which shall average 37.5 hours per week over a period of up to six weeks.

Dated at Strathroy, Ontario, this 14 day of November 2018

FOR THE EMPLOYER

FOR THE UNION

Tracy Wintermute

Lisa Knight
Labour Relations Officer

Rosemary Frketich

Rachel Jackson

Kim Jenkins

Dianna Dawson

Marilyn Miller

Dave Wagner

LETTER OF UNDERSTANDING

Between:

FOUR COUNTIES HEALTH SERVICES
(Hereinafter referred to as “the Hospital”)

And:

ONTARIO NURSES’ ASSOCIATION
(Hereinafter referred to as “the Union”)

RE: Innovative 2D2N Extended Tour RN Full-Time Scheduling – Emergency Department and Active Care Unit

In accordance with Article 13.03 the parties hereby agree to the following terms and conditions regarding the above noted schedule on a without prejudice and/or precedent basis to any other matter.

1. The process for selection of full-time RNs into the Innovative Schedule will take place as follows:
 - a) The Manager will give all full-time RNs the opportunity to submit interest to work an Innovative Line. Such interest will be expressed in writing.
 - b) If more people are interested in full-time Innovative Lines than Innovative Lines that exist, then the Innovative Scheduling assignments shall be granted by seniority.
 - c) Individual requests for specific lines on the Innovative Schedule shall be granted by seniority provided the nurse possesses the required skill and ability.
 - d) The remainder of full-time RNs will continue to be scheduled to work extended tours in accordance F-2.
2. This Innovative Schedule shall be trialed for a six (6) month period starting October 10/2018 where eighty percent (80%) of the full-time and regular part-time nurses in the units so indicate by a secret ballot.
3. The parties agree to utilize the following guidelines when conducting the vote;

Guidelines for Voting

- i) Two (2) different times will be designated for voting.
- ii) There will be a closed ballot box.
- iii) A printed list of all full-time/regular part-time nurses in the unit will be drawn up. The nurse will sign her/his name when she/he has cast her/his ballot. All eligible nurses have the right to vote but may choose not to exercise this right.

- iv) The Bargaining Unit President/or designate from the Union will be present at voting as will the Chief Nurse Executive (CNE)/or designate. These two (2) persons will be responsible to count the votes and to advise the staff of the outcome.
 - v) Ballots will be destroyed by the Chief Nurse Executive (CNE)/or designate and the Bargaining Unit President/or designate at the completion of ballot counting.
- 4. If introduced the parties shall jointly evaluate the schedule upon completion of the trial period at the Hospital Association Committee.
- 5. The Innovative Schedule shall be permanently introduced and/or discontinued at the end of the six (6) month trial period where eighty percent (80%) of the full-time and regular part-time nurses in the units so indicate by a secret ballot. The parties shall utilize the same guidelines when conducting the vote as outlined above in # 3.
- 6. Either party may discontinue this Innovative Schedule by giving the other party at least sixty (60) days' notice in writing. Once notice is received, the parties will meet to discuss the reasons for the notice, opportunities to resolve issues of concern, how, when and what scheduling will be implemented in place of the Innovative Schedule and any other relevant details necessary to provide a smooth transition.
- 7. No RN shall be required to work the Innovative Schedule.
- 8. All Collective Agreement scheduling provisions and those scheduling provisions specific to normal daily extended tours shall apply except as agreed, amended or modified by the following:
 - a) The Hospital shall schedule each full-time employee 1950 hours per calendar year.
 - b) In order to achieve the 1950 hours the Employer shall schedule additional extended tours at mutually agreeable times between the Manager and the RN.
 - c) Notwithstanding the above the Employer may with an individual nurse's written consent, schedule up to twelve (12) seven and one-half (7.5) hour stat lieu days per Article 15 on mutually agreeable scheduled days off.
 - d) RNs shall not be scheduled more than four (4) consecutive tours. RNs shall be paid premium pay for the fifth (5th) consecutive and subsequent tour. Notwithstanding the above this provision shall not apply if the tour worked was to satisfy (b) above.

- e) RNs shall receive at least every fourth (4th) weekend off, which shall consist of a minimum of seventy-two (72) hours, which shall commence no later than 1900 Friday.
- f) An RN shall receive premium pay for all hours worked on a fourth (4th) consecutive and subsequent weekend save and except where:
 - i) such weekend has been worked by the RN to satisfy specific days off requested by such RN; or
 - ii) such RN has requested weekend work; or
 - iii) such weekend is worked as a result of exchange of shifts with another employee.

Dated at Strathroy, Ontario, this 14 day of November 2018

FOR THE EMPLOYER

FOR THE UNION

Tracy Wintermute

Lisa Knight
Labour Relations Officer

Rosemary Frketich

Rachel Jackson

Kim Jenkins

Dianna Dawson

Marilyn Miller

Dave Wagner

LETTER OF UNDERSTANDING

Between:

FOUR COUNTIES HEALTH SERVICES
(Hereinafter referred to as “the Hospital”)

And:

ONTARIO NURSES’ ASSOCIATION
(Hereinafter referred to as “the Union”)

Re: Extended Tour – Overtime Pay

The Parties hereby agree that, for purposes of entitlement to overtime pay, the hours of work will be averaged over a period of up to six (6) weeks for full-time employees and over the biweekly pay period for part-time employees, except that when a part-time employee fills a temporary full-time vacancy their hours of work will be averaged over the same period as for full-time employees.

Dated at Strathroy, Ontario, this 14 day of November 2018

FOR THE EMPLOYER

FOR THE UNION

Tracy Wintermute

Lisa Knight
Labour Relations Officer

Rosemary Frketich

Rachel Jackson

Kim Jenkins

Dianna Dawson

Marilyn Miller

Dave Wagner

LETTER OF UNDERSTANDING

Between:

FOUR COUNTIES HEALTH SERVICES
(Hereinafter referred to as "the Hospital")

And:

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

Re: Excess Hours of Work

The Parties acknowledge that from time to time:

- (i) Employees may work hours in excess of 8 hours in a work day or in excess of the hours in a regular work day where the regular work day is more than 8 hours.
- (ii) Employees may work hours in excess of 48 hours in a work week.

The parties hereby agree in accordance with sections 17, 18 & 19 of the *Employment Standards Act, 2000* that such excess hours may be worked subject to the following:

1. The total daily hours worked, including regular and excess hours, will not exceed 13 hours per work day and the total weekly hours worked, including regular and excess hours, will not exceed 60 hours per week (except where there are exceptional circumstances for working beyond these limits in accordance with s. 19 of the *Employment Standards Act, 2000*).
2. A work week is defined as the Hospital's pay week in effect at the time.
3. Excess daily and weekly hours are subject to overtime payment in accordance with the Collective Agreement and the Letter of Understanding signed April 12, 2016, and section 22 of the *Employment Standards Act, 2000*.
4. This letter of Understanding does not violate Article 13.01 (e) of the Central Agreement.

Implementation Note: Agreement to this letter of Understanding shall be without prejudice or precedent to the negotiation of Innovative Schedule(s).

Dated at Strathroy, Ontario, this 14 day of November 2018

FOR THE EMPLOYER

FOR THE UNION

Tracy Wintermute

Lisa Knight
Labour Relations Officer

Rosemary Frketich
Kim Jenkins
Marilyn Miller

Rachel Jackson
Dianna Dawson
Dave Wagner

LETTER OF UNDERSTANDING

Between:

FOUR COUNTIES HEALTH SERVICES
(Hereinafter referred to as "the Hospital")

And:

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

Re: RPN Ambulatory Care

Notwithstanding Article F-1 (c) the following language shall apply to RPNs scheduled to Ambulatory Care.

There will be not less than a period of fifteen (15) consecutive hours scheduled off between shift changes unless mutually agreed otherwise.

Dated at Strathroy, Ontario, this 14 day of November 2018

FOR THE EMPLOYER

FOR THE UNION

Tracy Wintermute

Lisa Knight
Labour Relations Officer

Rosemary Frketich

Rachel Jackson

Kim Jenkins

Dianna Dawson

Marilyn Miller

Dave Wagner