

**COLLECTIVE AGREEMENT**

Between:

**GROVES MEMORIAL COMMUNITY HOSPITAL**  
(hereinafter referred to as "the Hospital")

And:

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

Expiry: March 31, 2020

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**APPENDIX 3****SALARY SCHEDULES**

A Registered Nurse shall be compensated in accordance with Article 19.01 (a).

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

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

**Registered Nurse**

	April 1, 2018	April 1, 2019
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

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

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

Applicable straight time hourly rate + 13%.

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

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe

benefits and accordingly the 9% or 13%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

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

**APPENDIX 3****SALARY SCHEDULES****Classification – Temporary Registration**

	April 1, 2018	April, 1, 2019
Start	\$30.19	\$30.72
1 Year	\$30.51	\$31.05
2 Years	\$31.04	\$31.58

**Geriatric Emergency Medicine Nurse**

	April 1, 2018	April, 1, 2019
Start	\$41.67	\$42.39
1 Year	\$43.31	\$44.07
2 Years	\$45.36	\$46.15
3 Years	\$47.43	\$48.27
4 Years	\$49.49	\$50.36
5 Years	\$51.54	\$52.44
6 Years	\$52.60	\$53.52
25 Years	\$53.64	\$54.58

**APPENDIX 4****SALARY SCHEDULE**  
**FULL-TIME AND PART-TIME HOURLY RATES**Occupational Health/Infection Control Co-ordinatorPatient Educator

	April 1, 2018	April 1, 2019
Start	\$33.78	\$34.37
1 Year	\$33.91	\$34.50
2 Years	\$34.44	\$35.04
3 Years	\$36.13	\$36.76
4 Years	\$37.80	\$38.46
5 Years	\$39.89	\$40.59
6 Years	\$42.02	\$42.76
7 Years	\$44.15	\$44.92
8 Years	\$47.32	\$48.15
25 Years	\$48.18	\$49.02

Nurse Practitioner

	April 1, 2018	April 1, 2019
Start	\$49.15	\$50.01
1 Year	\$49.34	\$50.20
2 Years	\$49.51	\$50.38
3 Years	\$49.80	\$50.67
4 Years	\$50.77	\$51.66
5 Years	\$51.84	\$52.74
6 Years	\$52.91	\$53.84
7 Years	\$53.95	\$54.90
8 Years	\$55.20	\$56.17
25 Years	\$56.10	\$57.09

Clinical Resource Leaders

The Clinical Resource Leaders are paid as Group Unit/Leaders under Article 19.04 (d).

## **APPENDIX 5**

### **ARTICLE A – RECOGNITION AND DEFINITIONS**

- A-1           The Hospital recognizes the Union as the sole and exclusive bargaining agent for all Registered and Graduate Nurses engaged on a full-time basis in a nursing capacity by the Groves Memorial Community Hospital, save and except Head Nurses and persons above the rank of Head Nurse.
- A-2           The Hospital recognizes the Union as the sole and exclusive bargaining agent for all Registered and Graduate Nurses engaged to work less than five (5) full tours on the average week, engaged in a nursing capacity by the Groves Memorial Community Hospital, save and except Head Nurses and persons above the rank of Head Nurse.
- A-3           "Manager" or "Immediate Manager", when used in this Agreement, shall mean the first supervisory level excluded from the Bargaining Unit.
- A-4           It is agreed that the position of Unit Manager is the current title of the Head Nurse classification as cited above.

### **ARTICLE B – MANAGEMENT FUNCTIONS**

- B-1           The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a)       maintain order, discipline and efficiency;
  - (b)       hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided that a claim of discharge, suspension or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c)       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;
  - (d)       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;

- (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses, which are not inconsistent with the provision of this Agreement.

B-2 These rights shall not be exercised in a manner inconsistent with the terms of this Agreement.

## **ARTICLE C – NURSE REPRESENTATION AND UNION COMMITTEE**

### **C-1 Nurse Representatives**

There shall be four (4) nurse representatives, one (1) each from the following areas of the Hospital:

- (a) Medical/SCU
- (b) First Floor (Surgical/Obstetrical/Continuing Care)
- (c) Operating Room
- (d) Emergency

Both Full-time and Part-time nurses under this Agreement will be represented in accordance with this provision.

### **C-2 Grievance Committee**

In accordance with Article 6.02 (b), the Hospital will recognize a Grievance Committee of not more than three (3) bargaining unit nurses. When a member of the Committee is not available, she/he may be replaced by an alternate member appointed by the Union.

### **C-3 Negotiating Committee**

There shall be a Negotiating Committee composed of not more than two (2) Full-Time nurses and one (1) Part-Time nurse.

### **C-4 Hospital-Association Committee**

- (a) This Committee shall be composed of two (2) representatives of the Union, one (1) of whom shall be the Bargaining Unit President or designate in her absence, and two (2) representatives from the Hospital, one (1) of whom shall be the Director of Clinical Operations or her appointee. The membership of the Committee may be expanded by mutual consent.
- (b) The Employer will pay the Bargaining Unit President at her/his regular straight time hourly rate for all time spent attending committee meetings with the Employer outside her/his regularly scheduled hours.



C-5 Interview and Contact Information

The time and place of the interview referred to in Article 5.06, shall be scheduled during the employee's probationary period on hospital premises.

The Hospital will provide the Bargaining Unit President, or designate, with the date of employee interviews/orientation in order for the Union to attend. The new hire names and the dates of hire shall be provided to the Union prior to the scheduled date of the interview.

C-6 Scheduling Committee

This Committee shall be a function of the Hospital-Association Committee and shall examine scheduling/staffing patterns on units brought to its attention and shall review suggested changes to current schedules or staffing on a unit basis.

Where the Committee finds significant change(s) to be proposed, it may require a vote of the nurses on the unit to be held.

**ARTICLE D – LEAVE OF ABSENCE – UNION BUSINESS**

D-1 Leave of absence for Union business shall be given up to an aggregate maximum for all full-time nurses of fifty (50) days during any calendar year, provided adequate notice is given to the Hospital. It is agreed that not more than two (2) full-time nurses shall be absent on such leave at the same time.

D-2 Leave of absence for Union business shall be given up to an aggregate maximum for all part-time nurses of twenty (20) days during any calendar year, provided adequate notice is given the Hospital. It is agreed that not more than one (1) part-time nurse shall be absent on such leave at one time.

D-3 Should the Local Co-ordinator be an employee of the Hospital, she/he shall be provided with the required leave of absence days to perform that function and the days required and the total number of nurses absent shall be included in the provisions specified in D-1 and D-2 above.

**ARTICLE E – HOURS OF WORK – SCHEDULING**

E-1 Rest Periods and Meal Period

The rest periods and meal period as provided for in Article 13.01 (a) and (b) will be scheduled at the discretion of the Hospital.

E-2 Schedules shall be posted four (4) weeks in advance and shall cover either a four (4) week period or a six (6) week period, depending upon the unit master schedule. Requests for specific days off shall be submitted to the Unit Manager, or designate, at least two (2) weeks in advance of the posting date. Changes to the posted work schedule will be brought to the attention of the individual Nurse

concerned. Regular Part Time and Casual Nurses to make their availability known, at least two (2) weeks in advance of the schedule posting date.

Nurses should expect Master Schedules to be altered during Christmas and New Years to accommodate the time off requirements within the Collective Agreement.

E-3

Full-Time Only

- (a) The Hospital shall ensure each nurse at least every second weekend off.
- (b) Nurses will not be required to work more than seven (7) consecutive days except by mutual consent.
- (c) A nurse shall not be required to work with less than three (3) tours of duty or twenty-four hours off between the completion of one (1) tour and the start of the next tour when changing tours.
- (d) A nurse shall not be required to work with less than six (6) tours of duty off or forty-eight (48) hours when the tour of duty is changed following night duty.
- (e) A nurse shall receive not less than five (5) consecutive days off at either Christmas or New Year's unless the nurse requests otherwise. This shall not apply to nurses who work in areas which are not normally required to work on weekends and paid holidays. The normal scheduling conditions may be waived to accommodate this special arrangement between December 15th and January 15th. For the purpose of this Article, Christmas shall be defined as December 24th, 25th and 26th; and New Year's as December 31st, January 1st and 2nd.
- (f) Requests for a change in posted time schedules must be submitted in writing (email) and co-signed (copied) by the nurse willing to accept the tour request must be submitted at least 7 (seven) days in advance of the tour, a decision shall be made and if request denied the nurses shall be notified. Any requests with less than 7 (seven) days advance notice must be submitted verbally and directly to the manager for review. Such requests will not be unreasonably denied.
- (g) Nurses will be paid premium pay as provided for in Article 14.03 for any work performed in violation of (a), (b), (c), (d), and (e) of this clause.
- (h) A weekend off shall be defined as fifty-six (56) consecutive hours off work from the last shift worked on Friday until the first shift worked on Monday.

E-4

In accordance with Article 14.09 of the Central Agreement where a nurse has opted for "time off equivalent to the applicable overtime rate [i.e. where the applicable rate is time and one-half (1½), then time off shall be at time and one-half (1½)]. Such time off for full-time nurses shall be scheduled at mutually agreeable time. For part-time nurses, such accumulated time shall be used as a

deferred payment bank to be accessed during reduced earning periods. Such accumulated time shall not exceed thirty-seven and one-half (37.5) hours. All hours in excess of thirty-seven and one-half (37.5) hours shall be paid out at the applicable rate [i.e. time and one-half (1½) and include percent (%) in lieu for part-time].

E-5 A full-time nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a second and subsequent consecutive weekend save and except where:

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

E-6 Scheduling Part-Time

(a) Prior to Posting the Schedule:

All work available in a unit at the time, will be assigned prior to the posting of the schedule. All regular part time nurses on a unit will be scheduled hours, by seniority, up to their commitment and they will continue to be offered shifts, by seniority until they reach a premium pay position and/or full time hours, before any casual part time nurses are utilized. Casual nurses scheduled hours shall not normally exceed the regular part-time commitment.

The Hospital will keep the number of tours comprised of less than 7.5 (seven point five) hours to a minimum and where required, these tours will be equitably distributed amongst the regular part time nurses.

After the Schedule has been Posted

- i) After the schedule has been posted, any additional shifts will be mutually agreed to by the employee and the Hospital.
- ii) Additional shifts which become available after the schedule is posted (including short notice call-in) will be first offered to the regular part time nurses, by seniority who do not have their commitment filled. Shifts will continue to be offered to regular part time nurses, by seniority until they reach a premium pay position and/or full time hours.
- iii) Where all regular part time nurses have been given the opportunity for additional hours and have not been available, the hours will then be offered to casual part time employees, in order of their seniority.

iv) Nurses who were scheduled for "4 hour shifts" will first be offered a second "4 hour shift to create a regular 8 hour tour", should it become available on that same shift.

v) When additional tours become available there will be no splitting of the tour. The employer may offer the full tour to the nurse who is available for the full tour, and by pass any nurse who is only available for a part of the tour being offered.

In the event the employer is unable to fill the full tour, alternatives will be considered, including splitting of the tour.

vi) The Hospital will ensure an adequate call in log is maintained. It will be recognized that a separate call in log for premium shifts offered will be maintained.

vii) All nurses will be contacted verbally for additional hours using one primary contact number.

Regular part time and casual part time nurses shall not normally exceed thirty-seven and a half (37.5) hours in a week.

No response or a decline counts as a shift towards the regular part time commitment being filled.

viii) It is recognized the Hospital shall not be required to assign any hours which may result in overtime premium pay. When tours on a unit become available that do incur premium payment, they will first be offered to eligible regular part-time nurses in order of seniority. If no regular part-time nurses are available then the tour will be offered to eligible casual part-time nurses in order of seniority, prior to offering premium payment to full-time nurses.

(b) When a shift becomes available, that is more than one week away, the Hospital will contact regular part-time nurses and provide those nurses with 24 hours to respond before assigning the shift to the senior nurse who responded within that 24 hour period. All shifts with less than one week advance notice will be considered imminent and be replaced with the first available nurse.

(c) It is understood and agreed that, in accordance with Article 13.01, the following does not form any guarantee of work or schedule. Nurses employed on a regular part-time basis shall be available to work as follows:

i) For at least three (3) tours or twenty-four (24) hours per week;

ii) For three (3) shifts of duty;

iii) Available to work every other weekend;

- iv) For either Christmas (December 24, 25 and 26) or New Year's (December 31, January 1 and 2).
- v) A regular part time nurse shall receive not less than five (5) consecutive days off at either Christmas or New Year's unless the nurse requests otherwise. This shall not apply to nurses who work in areas which are not normally required to work on weekends and paid holidays. The normal scheduling conditions may be waived to accommodate this special arrangement between December 15<sup>th</sup> and January 15<sup>th</sup>. For the purpose of this Article, Christmas shall be defined as December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>; and New Year's as December 31<sup>st</sup>, January 1<sup>st</sup> and 2<sup>nd</sup>.

NOTE: Nurses currently on staff and who currently only work two (2) shifts shall continue to be allowed to do so.

- (d) The schedule shall provide for a minimum of two (2) tours off from the completion of one tour and the commencement of the next tour unless otherwise agreed to by the nurse.
- (e) The Hospital shall schedule each regular part time nurse every second weekend off. A part time (including a Casual) nurse shall receive premium pay as provided in Article 14, for all hours worked on a third consecutive and subsequent consecutive weekend save and except where:
  - i) Such weekend has been worked by a nurse to satisfy specific days off requested by such nurse;
  - ii) Such nurse has requested weekend work, or
  - iii) Such weekend is worked as a result of an exchange of shifts with another nurse;
  - iv) Should a nurse make herself/himself available for an additional weekend shift(s) and subsequently become scheduled and work an additional weekend, this availability shall not waive the nurses right to premium payment under Article 14.

- E-7
- (a) In accordance with Article 14.10 Full-Time, 14.09 Part-Time the defined hours of a night and evening shift are as follows:

Evening shift - 1530 - 2330 hours

Night shift - 2330 - 0730 hours

- (b) In accordance with Article 14.15 Full-Time, 14.14 Part-Time the 48 hour weekend period will be from 2330 hours Friday until 2330 hours Sunday.

E-8

Extended Tours

- (a) Extended tours shall be introduced into any unit when:
- i) Eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
  - ii) The Hospital agrees to implement the extended tours. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
- i) Sixty percent (60%) of the nurses in the unit so indicate by secret ballot; or
  - ii) By the Hospital, when the extended tours
    - A) has adverse effects on patient care, or
    - B) results in inability to provide workable staffing schedule, or
    - C) for other reasons which are neither arbitrary nor unreasonable.
- (c) When notice of discontinuation is given by either party then:
- i) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - ii) Where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- (d) The extended tour arrangement will be implemented on a trial basis for a period of six (6) months where the nurses in a given unit(s) are in favour, and where the Hospital is also in agreement.
- Following the trial period, the extended tour arrangement will be continued if a subsequent vote achieves the support of eighty percent (80%) of the nurses and with the agreement of the Hospital.
- (e) A nurse may not work any more than three (3) extended tours in succession. This provision is not intended to alter the practice of scheduling over the four (4) day Easter Holiday weekend as per Article F-4.
- (f) Break time (meal and rest) for twelve (12) hour tours will be for a total of forty-five (45) minutes paid time and forty-five (45) minutes unpaid time. The actual scheduling of the breaks shall be by the usual practice.

- (g) All scheduling provisions not amended above shall continue to apply and all premiums for violation of scheduling provisions shall continue to apply.

E-9

Extended/Hybrid Tours

For the purposes of this article, Hybrid Schedule is defined as one that results in a nurse working a combination of extended tours (11.25 hour tours), normal tours (7.5 hour tours) and short hour tours (4.0 hour).

- (a) Extended or Hybrid tours shall be introduced into any unit when:
  - i) Eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
  - ii) The Hospital agrees to implement the extended or hybrid tours. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended or Hybrid tours may be discontinued in any unit when:
  - i) Sixty percent (60%) of the nurses in the unit so indicate by secret ballot; or
  - ii) By the Hospital, when the extended or hybrid tours
    - A) has adverse effects on patient care, or
    - B) results in inability to provide workable staffing schedule, or
    - C) for other reasons which are neither arbitrary nor unreasonable.
- (c) When notice of discontinuation is given by either party then:
  - i) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - ii) Where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- (d) The extended or hybrid tour arrangement will be implemented on a trial basis for a period of six (6) months where the nurses in a given unit(s) are in favour, and where the Hospital is also in agreement.

Following the trial period, the extended or hybrid tour arrangement will be continued if a subsequent vote achieves the support of sixty percent (60%) of the nurses and with the agreement of the Hospital.

- (e) Nurses who work extended or hybrid tour schedules shall not work consecutive tours of more than:
  - i) three (3) extended tours (11.25) in succession. This provision is not intended to alter the practice of scheduling over the four (4) day Easter Holiday weekend;
  - ii) two (2) extended tours (11.25) and two (2) normal daily tours (7.5) in succession,
  - iii) three (3) normal daily tours (7.5) and one extended tour (11.25) in succession.
  
- (f) If the schedule is for a twelve (12) hour tour, a nurse shall not be required to work with less than twenty-four (24) hours off between the completion of one (1) tour and the start of the next tour, when changing tours.

If the schedule is for a twelve (12) hour tour, a nurse shall not be required to work with less than forty-eight (48) hours off when the tour of duty is changed following night duty.
  
- (g) Break time (meal and rest) for twelve (12) hour tours will be for a total of forty-five (45) minutes paid time and forty-five (45) minutes unpaid time. The actual scheduling of the breaks shall be by the usual practice.
  
- (h) All scheduling provisions not amended above shall continue to apply and all premiums for violation of scheduling provisions shall continue to apply.

#### E-10 Scheduling of Standby

The Hospital will notify the Bargaining Unit President or designate prior to initiating standby assignments on any unit. Problems with standby shall be discussed at Hospital Association Committee if they occur following implementation.

Nurses must submit preferences for standby shifts at least two (2) weeks prior to the posting of the schedule. Standby preferences will be considered by seniority first for full time staff then for part time staff.

Scheduled standby assignments will be distributed as equitably as possible amongst the nurses in any unit utilizing standby.

Full Time Nurses who work 12 hour shifts will not be scheduled to work standby on a night when they would be scheduled to work the following day shift.

Standby assignments shall be posted at the same time as the shift of duty schedules. Nurses shall be permitted to exchange their standby assignments.

Nurses will not be scheduled for standby when on vacation.

Standby will not be considered a scheduled shift for the purpose of offering nurses additional shifts. The call-in procedures for additional shifts will follow the usual process as outlined in article E-9. If the nurse on standby accepts an additional shift, the Hospital will endeavour to replace the nurses' standby shift.



Nurses scheduled for standby will be provided with pagers. Employees will have forty-eight (48) hours following their assigned standby shift to return the pagers to the hospital.

Nurses requiring special arrangements for sleeping shall contact the Nurse Manager as the need arises.

A nurse's standby schedule will not be reassigned without mutual agreement.

In the event an employee is required to work for a period greater than sixteen (16) continuous hours, the Hospital will ensure the employee is relieved from duty.

In units where hybrid schedules have been implemented, when referring to Article 14.04 of the central agreement, the nurse's "normal" shift shall be calculated on the number of hours of the last shift worked prior to the standby assignment, provided such shift is at least 7.5 hours in duration.

**ARTICLE F – PAID HOLIDAYS**

F-1 In accordance with Article 15.01 of the Collective Agreement, the paid holidays are:

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

F-2 Lieu days as provided for in Article 15.05, for full-time nurses, shall be taken within 60 days of the date of the holiday on a date mutually agreed upon between the nurse and hospital. If the nurse has not requested her lieu day she/he will be scheduled by the manager.

In the event of an operating room and any other unit shut down, the use of lieu days can be taken before the end of the fiscal year. All lieu banks will be cleared, prior to any salary increases or at fiscal year-end.

F-3 When a full-time nurse is entitled to a lieu day as provided for in Articles 15.04 (a) and 15.04 (b) the day will be scheduled at a mutually agreeable time.

F-4 If a nurse is scheduled to work Saturday and Sunday on a holiday weekend she/he will be scheduled to work on the paid holiday including the four (4) day Easter Holiday weekend, and if a nurse is scheduled off on a weekend (i.e. Saturday and Sunday) in conjunction with a paid holiday which falls on either or both Monday or Friday, the nurse shall also be scheduled off on the holiday.

## **ARTICLE G – VACATIONS**

### **FULL-TIME**

- G-1 The vacation year for the purpose of entitlement shall be from May 1st in any one year to April 30<sup>th</sup> of the following year. All vacations earned as of April 30<sup>th</sup> must be completed prior to the following April 30<sup>th</sup>. Vacations will not normally be scheduled between December 15<sup>th</sup> and January 15<sup>th</sup> except in those areas where it is practicable to do so.
- G-2 It is understood and agreed that vacation weeks are not necessarily continuous, however, the Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates, subject to the right of the Hospital to operate the Hospital in an efficient manner.
- G-3 Vacation preference will be submitted by the nurse to the Immediate Manager, in writing, by March 31<sup>st</sup> and vacation schedules will be posted by April 30<sup>th</sup>. If no preference is submitted by a nurse, her vacation period will be allotted by the Immediate Manager on the basis of departmental convenience only.
- G-4 Nurses shall be given preference with respect to their vacation periods in accordance with seniority, subject to G-3 above.

### **PART-TIME**

- G-1 A nurse will receive not less than three (3) weeks annual vacation in the period from January 15<sup>th</sup> to December 15<sup>th</sup> inclusive.
- G-2 Preference for vacation time will be submitted by the nurse to the Immediate Manager, in writing, by March 31<sup>st</sup> and schedules will be posted by April 30<sup>th</sup>.
- G-3 Nurses shall be given preference with respect to vacation time in accordance with seniority subject to G-2 above.

## **ARTICLE H – BULLETIN BOARDS**

- H-1 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Union matters. All such notices must be signed by the Bargaining Unit President and submitted to the Hospital Administrator for approval prior to being posted.

## **ARTICLE I – SENIORITY**

- I-1 A copy of the full-time, regular part-time and casual part-time seniority lists will be posted by January 31<sup>st</sup> and July 31<sup>st</sup> of each calendar year with one (1) copy forwarded to the Bargaining Unit President. Seniority lists will be provided electronically.

I-2 Notification of Unsuccessful Applicants

The parties agree that any unsuccessful candidate for an ONA job posting will be so notified, by e-mail, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate and the Bargaining Unit President will be copied.

I-3 Scheduling Regulations and Objectives

The Hospital shall make every effort to schedule hours of work in accordance with the following principles:

- i) The Hospital will endeavour to provide an equitable distribution of shift work assigned to nurses in any unit of the Hospital (full-time only).

**ARTICLE J – RETIREMENT AGE**

J-1 While the normal retirement age shall be sixty-five (65), this is not a mandatory requirement as per Bill 211 (end of Mandatory Retirement in Ontario).

**ARTICLE K – JOB SHARING**

K-1 The introduction of job sharing arrangements will be subject to mutual agreement between the Union and the Hospital. The initial job sharing arrangement will be on a trial basis for a period of up to six months, subject to review by the Union and the Hospital before confirmation. It is agreed that the following conditions will govern the arrangements.

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis and the Hospital shall reserve the sole right to determine the appropriateness of such arrangements. The Hospital shall not arbitrarily refuse job sharing requests.
- (b) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two nurses with the approval of their Head Nurse. Job sharers shall not be required to work any tours outside of the tours of the full-time position unless mutually agreed.
- (c) The above schedules shall conform to the scheduling provisions of the full-time Collective Agreement.
- (d) It is expected that both job sharers will be prepared to cover each other's incidental absences including vacations; however, if one job sharer is unable to cover the absence, the Hospital will attempt to provide the necessary coverage. When the job sharers cover for vacation, they will not be part of the vacation quota.

In the event that one member of the job sharing arrangement goes on extended absence, the other job sharer must be prepared to cover the absent partner's shifts; however, where the covering nurse can demonstrate special circumstances which prevent her covering the extended absence, the coverage shall be negotiated with the Head Nurse/Administrative Director of Patient Services.

- (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) 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.
- (g) An incumbent Full-Time nurse wishing to share her position may do so without having her half of the position posted; however, the other half of the job shared position must be posted and the selection based on the criteria set out in the Collective Agreement.
- (h) If one of the job sharers leaves the arrangement, her 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 in the Full-Time or, if available, another Part-Time position for which she is qualified. If she does not continue Full-Time, the position must be posted according to the Collective Agreement.

Either the Hospital or the Union shall have the option of cancelling this Agreement after providing the other party with thirty (30) calendar days written notice. The job sharer(s) will have the option of reverting back to a regular Part-Time position should this agreement be cancelled or changed.

#### **ARTICLE L – PREPAID LEAVE**

- L-1 In accordance with Article 11.11 (c) no more than two (2) nurses shall be absent at any one time, and no more than one (1) nurse from any one unit (for the purpose of this clause the ER, OR and Medical Unit are considered one unit).

#### **ARTICLE M – HEALTH AND SAFETY**

- M-1 (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) Prior to any nurse returning to work on the Modified Work Program, the Hospital will notify and meet with the nurse, and, with the nurse's

consent, a representative of the Ontario Nurses' Association and/or Bargaining Unit President to discuss the circumstances surrounding the employee's return to suitable work.

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

M-2 For information about Musculoskeletal Injury Prevention and Control, Early and Safe Return to Work, Needlestick / Sharps Safety and Human Rights and Harassment, refer to the Hospital intranet.

#### Modified Work/Return to Work Programs

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.

### **ARTICLE N – VIOLENCE IN THE WORKPLACE**

N-1 (a) Definition of Violence

The Hospital and the Union do not condone violence, as defined by the Hospital policy on violence and aggressive behaviour. 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 s/he 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, Measures and Procedures

The Employer agrees to develop, in consultation with the joint health and safety committee or health and safety representative, formalized explicit policies, measures and procedures and training to deal with violence. The policy will address the prevention of workplace violence, the management of violent situations, and support to employees who have faced violence. The policy, measures and procedures shall be part of the employee's health and safety program. All employees shall receive training on the employer's violence policy, measures and procedures.

Prior to implementing any changes to these policies, measures and procedures and training the employer agrees to consult with the Union and the Joint Health and Safety Committee.

The employer agrees to conduct initial and ongoing risk assessments of the workplace in consultation with the Joint Health and Safety Committee.

The employer will provide a written copy of the risk assessments to the Joint Health and Safety Committee.

The parties agree that if incidents involving aggressive patient or visitor occurs, such action will be recorded and reviewed at Occupational Health and Safety Committee. In addition, the parties will refer the employee to the process outlined in the policy on violence and aggressive behaviour. Reasonable steps within the control of the Hospital will follow to address the legitimate health and safety concerns of the member presented in that forum.

(c) Notification to the Union

The Employer will notify the JHSC and union in writing of all incidents related to violence within 4 days. For critical injuries the employer will notify the JHSC and the union immediately and in writing within 48 hours. Such notices will contain all of the information as prescribed in section 5 of the health care regulation.

(d) 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 to staff. The employer, in conjunction with the JHSC, will immediately and thoroughly investigate all acts and reports of potential/actual violence and forthwith take every precaution reasonable in the circumstances to prevent violence from occurring.

(e) Staffing Levels to deal with Potential Violence

The Hospital's Workplace Violence Prevention Program must include measures and procedures for summoning immediate assistance (i.e. Code White/911 call) when workplace violence occurs or is likely to occur.

(f) Training

The Employer agrees to provide education, training, and information and instruction, developed in consultation with the JHSC, on the violence prevention and harassment policy, measures, procedures and programs, and on prevention of violence to all employees, including domestic violence that can spill over into the workplace. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

(g) Support and Counselling

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

(h) Damage to Personal Property

The Hospital will provide reimbursement for replacement of damages incurred to the employee's personal property, such as eyeglasses, contact lenses or other prosthesis, etc ripped uniforms, personal clothing, as a result of being assaulted while performing his/her work.

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

**ARTICLE O – UNIFORMS**

O-1 The Hospital shall continue its present practice to provide and launder scrub uniforms, caps and lab coats in areas as required by the Hospital.

**ARTICLE P – MISCELLANEOUS**

P-1 On termination of employment, on the initial request by the nurse, the Employer will provide to the nurse a signed statement indicating the following:

- (a) Term of Employment - Start and termination dates.
- (b) Seniority/Service in terms of years and/or hours.
- (c) Areas of assignment.

P-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 either through post-dated cheques provided on a yearly basis. The benefits provided will be on the same basis as those benefits provided to active employees.

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

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

**ARTICLE Q – ELECTRONIC GRIEVANCE FORM**

- Q-1
- (a) The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
  - (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
  - (c) Electronic grievances may be sent, via email, to the applicable Manager and copied to Human Resources, or the identified designate.
  - (d) The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
  - (e) The Union undertakes to get a copy of the electronic version signed by the grievor if the grievance is processed beyond the 2<sup>nd</sup> Step of the grievance procedure.
  - (f) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

**ARTICLE R – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS (PRWRF)**

- R-1
- (a) The parties agree to use the electronic version of the ONA/OHA Professional Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Hospital Central Agreement.
  - (b) The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
  - (c) Electronic PRWRFs may be sent, via email, to the applicable manager or designate.
  - (d) The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
  - (e) The union undertakes to get a copy of the electronic version signed by the employee(s).
  - (f) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee as per Article 8.01.



**ARTICLE S – ELIGIBILITY FOR MENTORSHIP**

S-1           The Employer will provide, on a regular basis, all nurses with the opportunity to indicate their interest, in writing, to assume a mentorship role.

SIGNING PAGE

Dated at Fergus this 19<sup>th</sup> day of October, 2018.

FOR THE EMPLOYER

FOR THE UNION

Temi Banjo

Kathi Wilkins-Snell  
Labour Relations Officer

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Melissa Layman  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

**GROVES MEMORIAL COMMUNITY HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Parking

The Employer agrees to meet with the Local Union prior to implementing a fee for parking.

Dated at Fergus this 19<sup>th</sup> day of October, 2018.

FOR THE EMPLOYER

FOR THE UNION

Temi Banjo

Kathi Wilkins-Snell

Labour Relations Officer

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Melissa Layman

Bargaining Unit President

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**LETTER OF UNDERSTANDING**

**BETWEEN:**

**GROVES MEMORIAL COMMUNITY HOSPITAL**

**AND:**

**ONTARIO NURSES' ASSOCIATION**

Re: 4 On 5 Off Innovative Extended Shift Schedule

1. This letter of Understanding applies only to the full time nurses participating in the 4 On 5 Off Innovative Extended shift schedule referenced.
2. Part time nurses will continue to be scheduled according to the Collective Agreement and all applicable Collective Agreement language will apply to them.
3. The hospital and the Union agree that with respect to Article 13.03 of the Collective Agreement, a 4 On 5 Off Innovative Extended shift schedule may be trialed up to twelve (12) months. A vote will take place at 9 months to determine if 4 On 5 Off Innovative Extended shift schedule will be a permanent consideration. Where at least eighty percent (80%) of the full time nurses of the Unit who vote indicate a willingness to continue with the 4 On 5 Off Innovative Extended shift schedule, the arrangement will become permanent.
4. For the purposes of this Letter of Understanding, Innovative Extended shift is to include the extended 1130 am – 2330 pm evening shift.
5. Where the Hospital and the Union agree, the 4 On 5 Off Innovative Extended shift schedule may be instituted where eighty percent (80%) of full time nurses on particular nursing units, for this LOU to mean First Floor Unit, who vote have so indicated by secret ballot. The union shall conduct such votes.
6. When less than eighty percent (80%) of the staff on a particular nursing unit vote, as outlined in paragraph 1, in favour of the 4 On 5 Off Innovative Extended shift schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination 4 On 5 Off Innovative Extended shift schedule, other Extended shift and a normal (7.5 hour) shift in a particular unit.
7. The Hospital shall make space available to the Union in order to permit the Union to conduct a vote to ensure the full-time nurses have indicated their preference for the proposed schedule.
8. At any meeting with the Employer to discuss the 4 On 5 Off Innovative Extended shift schedule, a member of the Local executive should be in attendance.
9. The 4 On 5 Off Innovative Extended shift schedule may be discontinued in any unit when:

- a) Sixty-seven percent (67%) of the full time nurses in a unit so indicate by secret ballot; or
  - b) Where the Hospital decides to do so because of:
    - i) Adverse effects on patient care, or
    - ii) Inability to provide a workable staffing schedule, or
    - iii) Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the 4 On and 5 Off Innovative Extended shift in the schedule;
  - c) When notice of intention to discontinue in accordance with (a) or (b) is given by either party, then:
    - i) The parties shall meet within four (4) weeks of the notice to review the request for discontinuance; and
    - ii) Where it is determined that the 4 On 5 Off Innovative Extended shift will be discontinued, affected staff shall be given sixty (60) days notice or another mutually agreed to period before the schedules are so amended.
10. The scheduling provisions in Article E are applicable except as expressly amended below:
- a) Nurses shall not be required to work more than four (4) consecutive extended shift. If a nurse is required to work more than four (4) consecutive extended shift, the Hospital will pay the nurse premium payment in accordance with Article 14.03 of the Collective Agreement for the fifth (5th) and subsequent day(s) until the nurse receives a full day off.
  - b) An employee working the 4 On 5 Off Innovative Extended eleven point two five (11.25) hours shift schedule shall receive three (3) weekends off in a nine (9) week schedule. Once an employee has worked six (6) weekends in a nine (9) week schedule, all hours worked on subsequent weekends in that nine (9) week schedule will be paid at premium as per Article 14.03. save and except where:
    - i. The weekend has been worked by the employee to satisfy specific days off requested by such employee; or
    - ii. The weekend is worked as a result of an exchange of shift with another employee.
    - iii. For the purpose of this section, a weekend shall be defined as any period of at least fifty-six (56) consecutive hours off work that includes Saturday and Sunday and commences no later than the completion of the Thursday day or evening shift.

11. The 4 On 5 Off Innovative Extended shift schedule will not affect schedules of other nurses on the unit in such a way as to cause a scheduling violation under the provisions of the Collective Agreement.
12. A nurse scheduled to a 4 On 5 Off Innovative Extended shift schedule will be scheduled additional hours if such nurse's normal work schedule over a calendar year would not provide opportunity to work one thousand nine hundred and fifty (1950) hours. It is understood that such additional hours scheduled shall be paid at the nurse's regular straight time hourly rate, not used for purposes of any premium payments and not be construed as a guarantee of hours of work.

For purposes of tracking the one thousand nine hundred and fifty (1950) hours, the Director of the unit will provide a nurse with a tracking sheet. The tracking sheet will be used by the nurse to track Healthcare of Ontario Pension Plan (HOOPP) pensionable earnings. Full time nurses working a 4 On 5 Off Innovative Extended shift schedule shall be scheduled each quarter of the year an additional eleven and one-quarter (11.25) hour shift. These additional pension shifts will be scheduled by the Hospital, during a nurse's five (5) days off, in each calendar year and will be paid at the nurse's regular straight time hourly rate of pay, regardless of any local or central provision that would provide for premium pay.

Nurses working a 4 On 5 Off Innovative Extended shift schedule with the additional shift set out in this paragraph are considered to be full time, as defined in the central provisions. Nurses who wish to utilize overtime hours already in their lieu bank for such pensionable hours shall be allowed to draw 11.25 hours and apply this towards the 1950 hours.

It is understood that job share lines will be entitled to the additional shift as outlined above.

A nurse who works 4 On 5 Off Innovative Extended shift is encouraged to submit his/her request(s) in writing for additional shifts (pension shifts), and H-days by November 1<sup>st</sup> for the following year. The Hospital will endeavour to honour the nurse's preference(s).

13. These scheduling regulations and penalties may be waived between December 15<sup>th</sup> and January 15<sup>th</sup> so that a nurse, unless mutually agreed otherwise or with the exception referred to below, will receive a minimum of five (5) consecutive days off at either Christmas (December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>) or New Year's (December 31<sup>st</sup>, January 1<sup>st</sup> and January 2<sup>nd</sup>).
14. In developing the Christmas/New Year's schedules, the Hospital will review prior years' schedules ensuring that there is an equitable distribution of Christmas and New Year's periods amongst the nurses from year to year. The Hospital shall advise each nurse of these days six (6) weeks in advance. In the event that a nurse does not receive five (5) consecutive days off as referred to above, the nurse shall be paid premium pay in accordance with Article 14.03 for only the first shift so affected.
15. It is also understood that once the work schedule, referred to in Articles 14.12 (a) and (b) is posted, premium payments will not be waived from December 15 to January 15 each year.

- (a) Christmas shall include December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>
- (b) New Years shall include December 31<sup>st</sup>, January 1<sup>st</sup> and 2<sup>nd</sup>.

Dated at Fergus this 19<sup>th</sup> day of October, 2018.

FOR THE EMPLOYER

FOR THE UNION

Temi Banjo

Kathi Wilkins-Snell  
Labour Relations Officer

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Melissa Layman  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

**BETWEEN:**

**GROVES MEMORIAL COMMUNITY HOSPITAL**

**AND:**

**ONTARIO NURSES' ASSOCIATION**

Re: Scheduling Committee

The Hospital agrees to recognize a committee of up to three (3) bargaining unit members as appointed by the Union, and an equal number of management representatives. The committee may review scheduling concerns as raised by either party that have been reviewed/discussed with the manager prior to submission to the scheduling committee. The committee will meet upon request of either party, and such requests shall not be unreasonably denied. It is understood that the intent of this clause is in no way meant to infringe on management's right to schedule consistent with the collective agreement. Committee members shall suffer no loss of regular earnings for attendance at these meetings.

Dated at Fergus this 19<sup>th</sup> day of October, 2018.

FOR THE EMPLOYER

FOR THE UNION

Temí Banjo

Kathi Wilkins-Snell

Labour Relations Officer

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Melissa Layman

Bargaining Unit President

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