

**LOCAL APPENDICES TO THE
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, 2025

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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, 2023	April 1, 2024
Start	\$37.93	\$39.07
1 Year	\$38.88	\$40.05
2 Years	\$39.86	\$41.06
3 Years	\$41.65	\$42.90
4 Years	\$43.52	\$44.83
5 Years	\$45.70	\$47.07
6 Years	\$47.98	\$49.42
7 Years	\$50.38	\$51.89
8 Years	\$54.37	\$56.00

(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.

Classification – Temporary Registration

	April 1, 2023	April 1, 2024
Start	\$33.99	\$35.01
1 Year	\$34.35	\$35.38
2 Years	\$34.94	\$35.99

Geriatric Emergency Medicine Nurse

	April 1, 2023	April 1, 2024
Start	\$48.38	\$49.83
1 Year	\$51.32	\$52.86
2 Years	\$54.20	\$55.83
3 Years	\$56.44	\$58.13
4 Years	\$58.77	\$60.54
5 Years	\$60.82	\$62.64
6 Years	\$63.06	\$64.95

Occupational Health/Infection Control Co-ordinator

Patient Educator

	April 1, 2023	April 1, 2024
Start	\$35.06	\$35.41
1 Year	\$35.20	\$35.55
2 Years	\$35.74	\$36.10
3 Years	\$37.50	\$37.87
4 Years	\$39.23	\$39.62
5 Years	\$41.41	\$41.82
6 Years	\$43.62	\$44.05
7 Years	\$45.82	\$46.28
8 Years	\$49.12	\$49.61
25 Years	\$50.01	\$50.51

Nurse Practitioner

	April 1, 2023	April 1, 2024
Start	\$57.08	\$58.80
1 Year	\$61.06	\$62.90
2 Years	\$64.42	\$66.36
3 Years	\$67.03	\$69.04
4 Years	\$72.14	\$74.31

Clinical Resource Leaders

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

	April 1, 2023	April 1, 2024
Start	\$40.20	\$41.41
1 Year	\$41.20	\$42.44
2 Years	\$42.20	\$43.47
3 Years	\$43.98	\$45.30
4 Years	\$45.84	\$47.22
5 Years	\$48.02	\$49.46
6 Years	\$50.29	\$51.80
7 Years	\$52.68	\$54.26
8 Years	\$56.65	\$58.35

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 shifts 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) Inpatient Units
- (b) Surgical/Obstetrics
- (c) Operating Room
- (d) Emergency
- (e) Oncology

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, they 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 their absence, and two (2) representatives from the Hospital, one (1) of whom shall be the Vice President Clinical Services & CNE or their appointee. The membership of the Committee may be expanded by mutual consent.

- (b) The Employer will pay the Bargaining Unit President at their regular straight time hourly rate for all time spent attending committee meetings with the Employer outside their 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, they 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. The employer agrees to post the Christmas and New Year's schedule by November 15th.

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 six (6), seven and one half five (7.5) hour consecutive days except by mutual consent.
- (c) A nurse shall not be required to work with less than three (3) shifts or twenty-four (24) hours off between the completion of one (1) shift and the start of the next shift when changing shifts.
- (d) A nurse shall not be required to work with less than six (6) shifts or forty-eight (48) hours off 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 shift request must be submitted at least 7 (seven) days in advance of the shift, 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 shifts comprised of less than 7.5 (seven point five) hours to a minimum and where required, these shifts 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 until they reach a premium pay position and/or full time hours.
- iv) Nurses who were scheduled for "4 hour shifts" will first be offered a second "4 hour shift to create a regular 8 hour shift", should it become available on that same shift.
- v) When additional shifts become available there will be no splitting of the shift. The employer may offer the full shift to the nurse who is available for the full shift, and by pass any nurse who is only available for a part of the shift being offered.

In the event the employer is unable to fill the full shift, alternatives will be considered, including splitting of the shift.
- vi) A call or text made to a nurse shall be considered an offer made to the nurse. The Nurse shall indicate to their Manager preference of either call or text. Text messaging will be utilized only by those staff who have indicated this as their preference for communication.

vii) 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.

viii) All nurses will be contacted by call or text 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.

ix) It is recognized the Hospital shall not be required to assign any hours which may result in overtime premium pay. When shifts 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 shift 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) shifts 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 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.

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) shifts off from the completion of one shift and the commencement of the next shift 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 themselves 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 Shifts

- (a) Extended shifts 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 shifts. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended shifts 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 shifts
 - 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 shifts will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- (d) The extended shift 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 shift 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 shifts 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 shifts 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 Shifts

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

- (a) Extended or Hybrid shifts 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 shifts. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended or Hybrid shifts 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 shifts
 - 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 shifts will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- (d) The extended or hybrid shift 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 shift 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 shift schedules shall not work consecutive shifts of more than:
 - i) three (3) extended shifts (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 shifts (11.25) and two (2) normal daily shifts (7.5) in succession,
 - iii) three (3) normal daily shifts (7.5) and one extended shift (11.25) in succession.
- (f) If the schedule is for a twelve (12) hour shift, a nurse shall not be required to work with less than twenty-four (24) hours off between the completion of one (1) shift and the start of the next shift, when changing shifts.

If the schedule is for a twelve (12) hour shift, a nurse shall not be required to work with less than forty-eight (48) hours off when the shift is changed following night duty.

- (g) Break time (meal and rest) for twelve (12) hour shifts 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.

- (a) 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.
- (b) 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.
- (c) Scheduled standby assignments will be distributed as equitably as possible amongst the nurses in any unit utilizing standby.
- (d) 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.
- (e) Standby assignments shall be posted at the same time as the shift of duty schedules. Nurses shall be permitted to exchange their standby assignments.
- (f) Where a nurse has been called in from standby or remained working and worked the hours after 2400 hours, such nurse will not be required to work the next day shift unless done by mutual agreement between the nurse and the hospital.
- (g) Nurses will not be scheduled for standby when on vacation.
- (h) 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.
- (i) Nurses requiring special arrangements for sleeping shall contact the Nurse Manager as the need arises. There will be locked space appropriate for sleeping available for nurses on standby, including but not limited to, the OR nurses and OBS nurses.
- (j) A nurse's standby schedule will not be reassigned without mutual agreement.
- (k) 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.
- (l) 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.

E-11

4 On 5 Off Innovative Extended Shift Schedule

1. 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 Fifty two (52) weeks, will be reviewed by the parties at the ten (10) month mark. It is understood that this process has been implemented in the Emergency department. Should any other units wish to trial this innovative schedule, they should approach the unit manager and the union.
2. When 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 a particular nursing unit (eg. Emergency Department) who vote have so indicated by secret ballot. The union shall conduct such votes.
3. When less than eighty percent (80%) of the full-time nurses on a particular nursing unit vote, as outlined in paragraph 2, 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 shifts and a normal (7.5 hour) shift in a particular unit.
4. 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.
5. 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.
6. A trial of the 4 On 5 Off Innovative Extended shift schedule shall run for any twelve (12) month period agreed to by the parties; after which a further vote of the nurses will be conducted. 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.
7. Nurses may elect not to participate in the 4 On 5 Off Innovative Extended shift schedule trial at any time prior to the

commencement of the trial by notifying the Unit Director of their desire to remain on the existing Master Schedule. Participation in the trial is strictly voluntary. However, once a decision is made to take part in the trial, the nurse remains committed to the trial for its duration.

8. 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 conducted by the union; 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 shifts will be discontinued, affected staff shall be given sixty (60) days notice or another mutually agreed to period before the schedules are so amended.

9. 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) extended shifts. If a nurse is required to work more than four (4) consecutive extended shifts, 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 shifts 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.
10. 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.
11. 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 shifts will be scheduled by the Hospital in consultation with the nurse, 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 shifts set out in this paragraph are considered to be full time, as defined in the central provisions. Nurses who wish to utilize over time hours already in their lieu bank for these additional shifts shall be allowed to draw 11.25 hours and apply this to the additional shift.

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

It is understood that a nurse working the 4 On 5 Off Innovative Extended shift schedule, will see a variation in hours per pay period and will not consistently average 75 hours per pay period.

12. The members of the unit will meet to discuss and vote held by the union on either to follow the master rotation or the provisions set out in the Collective Agreement for Christmas / New Year holiday season. It is understood that the passing of this vote will be 80% of the full-time nurses.
13. It is understood that if the master schedule is followed, all of this article applies and will be exempt from local holiday language. If the master rotation is not followed; any scheduling restrictions and/or premium payments will be waived from December 15 to January 15 each year. 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 24th, 25th and 26th
 - (b) New Years shall include December 31st, January 1st and 2nd
14. This article applies only to the full time nurses participating in the 4 On 5 Off Innovative Extended shift schedule referenced. Part time nurses will continue to be scheduled according to the Collective Agreement and all applicable Collective Agreement language will apply to them.

ARTICLE F – PAID HOLIDAYS

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

New Year's Day
Good Friday
Easter Monday

Civic Holiday
Labour Day
Thanksgiving Day

Family Day
Victoria Day
Canada Day (July 1)

Remembrance Day
Christmas Day
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 their lieu day they 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 they will be scheduled to work on the paid holiday, 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.

In the case of the Easter weekend, it is understood that the nurse scheduled to work the Saturday and Sunday, will be scheduled for at least one of either Good Friday or Easter Monday. At the nurse's request, they will be scheduled for both.

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 30th of the following year. All vacations earned as of April 30th must be completed prior to the following April 30th. Vacations will not normally be scheduled between December 15th and January 15th 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 31st and vacation approvals and denials will be posted by April 30th. If no preference is submitted by a nurse, their

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.

G-5 Vacation requests made outside of the process in G-3 for time off occurring after the time periods covered in the next posted schedule, shall be first come first serve, subject to G-2.

Vacation requests made outside of the process in G-3 for time off in the next scheduling period must be submitted two (2) weeks prior to the posting of the schedule. The Hospital will review such requests in accordance with G-2, and where there are conflicts, seniority will be the deciding factor.

PART-TIME

G-6 A nurse will receive not less than three (3) weeks annual vacation in the period from January 15th to December 15th inclusive.

G-7 Preference for vacation time will be submitted by the nurse to the Immediate Manager, in writing, by March 31st and schedules will be posted by April 30th.

G-8 Nurses shall be given preference with respect to vacation time in accordance with seniority subject to G-2 above.

G-9 Vacation requests made outside of the process in G-3 for time off occurring after the time periods covered in the next posted schedule, shall be first come first serve, subject to G-2.

Vacation requests made outside of the process in G-3 for time off in the next scheduling period must be submitted two (2) weeks prior to the posting of the schedule. The Hospital will review such requests in accordance with G-2, and where there are conflicts, seniority will be the deciding factor.

G-10 At the beginning of March of each year, the hospital will inform the nurses in each department/unit of the available vacation quotas for the upcoming vacation year. The vacation quotas will be determined in accordance with G-2.

G-11 An employee may request vacation time off in single day or multiples thereof. Requests for vacation for the period of June 15 to Labour Day, calendar week (Monday-Sunday) blocks will take precedence over requests for single or multiple days

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 31st and July 31st 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– JOB SHARING

- J-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 shifts outside of the shifts 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 them covering the extended absence, the coverage shall be negotiated with the Nurses Immediate Manager.

- (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 their position may do so without having their 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, their position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing in the Full-Time or, if available, another Part-Time position for which they are qualified. If they do 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 K – PREPAID LEAVE

K-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 L – HEALTH AND SAFETY

- L-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.
- L-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.

When it has been medically determined that an employee is ready to return to work the Hospital and the Union will meet with the affected employee and the Manager to create and recommend a return to work plan.

ARTICLE M – VIOLENCE IN THE WORKPLACEM-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 they or another person is at risk of physical and or psychological injury will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will take every precaution reasonable to rectify the abusive situation.

(b) Violence Policies, 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, 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 their work.

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

ARTICLE N – UNIFORMS

N-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 O – MISCELLANEOUS

O-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.
- (d) Placement on the ONA wage grid.

O-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 P – ELECTRONIC GRIEVANCE FORM

P-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 2nd 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 Q – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS (PRWRF)

- Q-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.

ELIGIBILITY FOR MENTORSHIP

- R-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.

DUAL FULL TIME/PART TIME SHARED POSITIONS WITHIN DEPARTMENTS

- R-2 (a) The Hospital, at its discretion, will create and post a full-time/part-time shared position with the hours worked between two departments.
- (b) The Hospital will schedule this position in accordance with the full-time/part-time scheduling provisions and this position will be considered full-time/part-time for all other purposes under the Collective Agreement.
- (c) The incumbent will receive orientation to both areas and on an ongoing basis will be offered in-services opportunities provided to both areas.
- (d) The Hospital will provide that the incumbent will be assigned to one area as their "home unit" and they will be assigned there for at least one (1) full week/eight (8) weeks, except when required due to operational demands and requirements.
- (e) The Home base unit will be used for the purposes of, but not limited to; vacation approval, sick leave, statutory holidays, layoff, and any other associated collective agreement rights.
- (f) Dual full-time/part-time Shared positions have been established for Medicine/OB/Surgical, ER/PACU and ER/Medicine. Any dual full-time/part-time Shared Positions in other areas will have a trial period of six (6) months. New arrangements must be brought to the attention of the Union prior to posting. If it is found that the arrangement is not satisfactory to either party, the employee will be returned to the position they most recently held, if it still exists, or may exercise their bumping provisions under the Collective Agreement if it does not. Any employees who transferred as a result of the original vacancy will similarly be returned to their former positions.
- (g) Dual Shared positions will be posted in accordance with Article 10.07, and identify the Home Department.

- (h) The parties agree to review any ongoing issues that arise out of the development of this position.
- (i) For purposes of call-in the nurse in a Dual Full-time/Part-time Shared Position will be called in accordance with their seniority for their "home unit" and for the secondary unit they shall be placed at the end of the call- in list.
- (j) The dual unit positions may be discontinued in any unit when the hospital determines the following:
 - (i) causes adverse effects on patient care or
 - (ii) results in the inability to provide a workable staffing schedule or
 - (iii) results in other undesirable outcomes that are neither unreasonable or arbitrary

The parties agree to meet within two (2) weeks of notification that one party wants to discontinue the dual unit positions. The discontinuation of the dual unit will take place four (4) to six (6) weeks after the discussion.

Dated at Hamilton, Ontario, this 15 day of January, 2024.

FOR THE EMPLOYER

FOR THE UNION

Alicia Johnson

Sean Soper
Labour Relations Officer

Natasha Ferguson

Carrie Grenville
Bargaining Unit President

Amy Stephens

Meghan Fennell

Lisette Columbus

Tanya Murtagh

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 Hamilton, Ontario, this 15 day of January, 2024.

FOR THE EMPLOYER

FOR THE UNION

Alicia Johnson

Sean Soper
Labour Relations Officer

Natasha Ferguson

Carrie Grenville
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