

## **LOCAL PROVISIONS**

Between:

**HALTON HEALTHCARE SERVICES**  
[hereinafter referred to as the "Hospital"]

And:

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

**Expiry Date: June 7, 2021**

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**APPENDIX 3 – SALARIES****Classification – Clinical Resource Nurse**

	<u>Effective April 1, 2020</u>	<u>Effective April 1, 2021</u>
Start	\$35.38	\$35.74
1 Year	\$35.51	\$35.87
2 Years	\$36.07	\$36.43
3 Years	\$37.77	\$38.15
4 Years	\$39.47	\$39.87
5 Years	\$41.59	\$42.01
6 Years	\$43.72	\$44.16
7 Years	\$45.88	\$46.34
8 Years	\$49.00	\$49.49
25 Years	\$49.84	\$50.34

**Classification – Nurse Clinician**

	<u>Effective April 1, 2020</u>	<u>Effective April 1, 2021</u>
Start	\$44.08	\$44.53
1 Year	\$45.17	\$45.63
2 Years	\$46.76	\$47.23
3 Years	\$48.40	\$48.89
4 Years	\$50.09	\$50.60
25 Years	\$51.40	\$51.92

**Classification – Patient Flow Navigator**

	<u>Effective April 1, 2020</u>	<u>Effective April 1, 2021</u>
Start	\$42.95	\$43.39
1 Year	\$43.60	\$44.04
2 Years	\$44.67	\$45.12
3 Years	\$45.81	\$46.27
4 Years	\$46.93	\$47.40
5 Years	\$48.12	\$48.61
6 Years	\$49.31	\$49.81
7 Years	\$50.55	\$51.06
8 Years	\$51.84	\$52.35
25 Years	\$53.14	\$53.67

Classification – Nurse Practitioner

	<u>Effective April 1, 2020</u>	<u>Effective April 1, 2021</u>
1 Year	\$50.51	\$51.02
2 Years	\$51.64	\$52.16
3 Years	\$52.82	\$53.35
4 Years	\$54.03	\$54.57
5 Years	\$55.23	\$55.79
6 Years	\$56.48	\$57.05
7 Years	\$57.78	\$58.36
8 Years	\$59.08	\$59.67
9 Years	\$60.41	\$61.01
25 Years	\$61.78	\$62.39

Classification – Lactation Consultant

	<u>Effective April 1, 2020</u>	<u>Effective April 1, 2021</u>
Start	\$34.85	\$35.21
1 Year	\$35.90	\$36.26
2 Years	\$37.37	\$37.74
3 Years	\$38.88	\$39.27
4 Years	\$40.45	\$40.86
5 Years	\$42.09	\$42.52
6 Years	\$43.80	\$44.24
7 Years	\$45.57	\$46.03
8 Years	\$47.51	\$47.99
25 Years	\$48.33	\$48.82

Classification – Diabetes/Asthma/Cardiac Rehab Patient Educator

	<u>Effective April 1, 2020</u>	<u>Effective April 1, 2021</u>
Start	\$34.85	\$35.21
1 Year	\$35.04	\$35.40
2 Years	\$35.48	\$35.83
3 Years	\$37.25	\$37.63
4 Years	\$38.96	\$39.36
5 Years	\$41.11	\$41.53
6 Years	\$43.37	\$43.81
7 Years	\$45.57	\$46.03
8 Years	\$48.85	\$49.33
25 Years	\$49.70	\$50.19

If the incumbent rate of pay at the date of ratification does not align with a step on the above salary grids those incumbents will remain at their current rate of pay. Those incumbents will then advance to the next closest higher step twelve (12) months after she was last advanced on her service review date.

**APPENDIX 4- SUPERIOR CONDITIONS**

**ARTICLE 16 – VACATIONS**

Nurse Practitioners will be entitled to four (4) weeks' vacation upon hiring. Thereafter, vacation entitlement increases will be in accordance with Article 16.

**ARTICLE 17 – HEALTH AND WELFARE BENEFITS**

Employees participating in the Hospital's Flexible Benefit Plan at that time of ratification shall be able to continue to participate until such time the employee chooses to terminate their participation or until such time the plan is no longer offered to the rest of the employees at Halton Healthcare Services.

**Formerly L-2 EDUCATION ALLOWANCE – APPLICABLE GEORGETOWN HOSPITAL NURSES ONLY**

The Hospital will pay monthly preparation premiums as below in addition to the salaries noted in Appendix 3, provided the qualifications are used in the performance of the employee's normal or assigned duties.

**Assistant Manager & Clinical Nurse Educator**

(a)	Post-graduate courses of three (3) months or more if related to Nursing and approved by the Manager;	\$15.00*
(b)	C.H.A. Nursing Unit Administration	\$15.00
(c)	A university course of one (1) year or more if related to Nursing and approved by the Manager;	\$40.00
(d)	A Degree in Nursing and approved by the Manager.	\$80.00

\*General staff employees shall also receive this premium if the course benefits are being utilized in their normal nursing duties.

**APPENDIX 5****ARTICLE A – RECOGNITION**

- A.1 The Employer recognizes the Union as the sole and exclusive bargaining agent of all Registered Nurses and nurses with a temporary class certificate of registration employed in a nursing capacity by Halton Healthcare Services save and except Managers, persons above the rank of Manager, Infection Control Practitioners, Occupational/Employee Health Nurses, Utilization Management Analysts, Community Order Coordinators, Discharge Planners, Systems Analysts, Professional Practice Clinicians, Clinical Nurse Specialists.

**ARTICLE B – MANAGEMENT RIGHTS**

- B.1 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:
- (a) Maintain order, discipline and efficiency;
  - (b) Hire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged, suspended or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure. The right of a probationary employee to grieve shall be in accordance with Article 7.06.
  - (c) Establish and enforce reasonable rules and regulations to be observed by employees.
  - (d) Generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operations.
- B.2 These rights shall not be exercised in a manner inconsistent with the provisions of this Collective Agreement

**ARTICLE C – UNION REPRESENTATION**

- C.1 The Hospital agrees to recognize a bargaining committee consisting of seven (7) members including the Bargaining Unit President, one (1) full-time and one (1) part-time nurse from each site who shall act as a Committee on behalf of the Association, in negotiating the Collective Agreement, its modification or renewal with the Hospital.

- C.2 There will be no more than one (1) Union representative from each area, floor and/or unit, except in the case of areas, floors or units with more than fifty (50) employees, where there may be two (2) Union Representatives and units where there are more than one hundred (100) employees may have three (3) Union representatives.
- C.3 During the orientation period, an officer of the Association or Union representative shall be allowed a reasonable period of time to meet with such employees and to discuss the benefits and duties of Association membership and responsibilities to the Association and to the Hospital. The Union and the Hospital shall schedule such meetings at a mutually agreeable time.
- C.4 The Hospital-Association Committee shall be comprised of five (5) representatives of the Union (Bargaining Unit President and four (4) other members of the Bargaining Unit) and five (5) representatives from the Hospital. Each party may have alternate to replace a member. From time to time either party may invite extra individuals in order to address issues the Committee is discussing. It is understood and agreed that rights matters that are more appropriately dealt with by the grievance procedure shall not be dealt with by this Committee. Where the meeting date and time causes a conflict within the work schedule of one or more of the members of this Committee, the member will advise the manager no less than four (4) weeks in advance of the posted schedule and the Hospital will endeavor to adjust their work schedule.
- C.5 There shall be a Grievance Committee of up to five (5) representatives of the Union. The Grievance Committee shall be composed of the Bargaining Unit President, three (3) Grievance Chairs and one (1) Committee member. Where the meeting date and time causes a conflict within the work schedule of one or more of the members of this Committee, the member will advise the manager no less than four (4) weeks in advance of the posted schedule and the Hospital will endeavor to adjust their work schedule.
- C.6 A Scheduling Committee will be struck on an "as needed" basis consisting of up to three (3) Bargaining Unit members and three (3) Hospital representatives for the purpose of resolving identified scheduling issues and/or the development of master rotations.
- C.7 Professional Development Committee  
In accordance with Article 9.02(a), there shall be a Professional Development Committee (ONA Education Committee) of not more than four (4) bargaining unit representatives
- C.8 Leave for Bargaining Unit President (BUP)  
(a) The Bargaining Unit President will be granted up to eight (8) days off per month, in order to attend the Hospital related Union activities, hereinafter referred to as BUP days. The cost will be a 50/50 split between the Hospital and the Union. For clarity, BUP days are to be used in the current calendar month and may not be carried forward to the next month. The scheduling of these days will be mutually agreed, with the understanding that the days will be consistent and distributed through

the month. The Hospital will endeavour to schedule Hospital related Union activities to occur during these BUP days.

- (b) The monthly meeting of the Hospital Association Committee (Article 6.03), the monthly grievance meeting agreed to by the parties, and the regular meetings between the Bargaining Unit President and the Chief Nursing Officer will be held during the BUP days.
- (c) The Hospital will schedule the days and will provide the Union with at least three (3) weeks' notice. Greater notice will be provided where possible. Where possible, the scheduled day will be the same day for each week.
- (d) The parties will endeavour to determine prescheduled leaves of absences which are covered under Article F-1 at the beginning of each calendar year to ensure proper coverage on the BUP's home unit can be met.

#### **ARTICLE D – SENIORITY LIST**

- D.1 The seniority list as provided in Article 10.02 will be filed with the Union and posted electronically on each unit on or before April 30 and October 31 of each year.

#### **ARTICLE E – UNION COMMUNICATION**

- E.1 The Employer shall post an electronic link on the Hospital intranet site to the Local Union website.
- E.2 At the Georgetown and Milton Sites, the Hospital shall provide the Union with access to a bulletin board for the posting of Union materials. The Hospital reserves the right to remove any and all postings it deems inappropriate from the bulletin board.
- E.3 Nurses are permitted to keep a copy of the Collective Agreement on the unit.

#### **ARTICLE F – LEAVE OF ABSENCE**

##### **F.1 Association Leave**

- (a) Leaves of absence for Association business shall not be unreasonably denied provided at least twenty-one (21) calendar days written notice is given to the Hospital
- (b) A decision as to how many nurses are away from any one unit at a time is tied to the manager's ability to run an efficient operation with appropriate coverage. Each request will be reviewed by the manager based on the needs of the unit and will not be unreasonably denied.
- (c) Replies to request for leaves of absence shall be given electronically within one (1) calendar week of receipt of the request.

F.2 Local Co-ordinator Leave

The Hospital agrees to grant unpaid leaves of absence requested, in writing, by the individual elected to the position of Local Co-ordinator, subject to meeting the operational requirements of the Hospital, on the basis that such leave will be requested as far in advance as possible, normally not less than twenty-one (21) calendar days in advance and shall be limited to fulfilling the duties of the position.

**ARTICLE G – HOURS OF WORK & SCHEDULING**

G.1 (a) The normal hours to be covered on each tour of duty shall be:

8-hr Tours

Day Tour - 07:30 to 15:30  
 Evening Tour - 15:30 to 23:30  
 Night Tour - 23:30 to 07:30

12-hr Tours

Day Tour - 07:30 to 19:30  
 Night Tour - 19:30 to 07:30

- (b) Alternative starting and stopping times may be arranged by the Hospital with the appropriate notification to the employee(s) involved and discussion with the Union.
- (c) The day shift is the first shift of the day for all scheduling purposes.

G. 2 (a) The Hospital shall post eight (8) week work schedules six (6) weeks in advance of being effective, such that at least six (6) weeks of unworked time is posted on an ongoing basis. Schedules will be accessible to employees on a twenty-four (24) hour basis. If the manager cannot post the schedule in accordance with the above, the manager shall inform the BUP prior to the delay, with reasons for the delay, and the new amended date of the posting of the schedule.

Requests for specific days off are to be submitted electronically at least four (4) weeks in advance of posting. Changes to the posted schedule will only be considered electronically and approved by the manager or designate. Requests for changes to the posted schedule shall not result in overtime payment. Requests will not be unreasonably denied. The manager or designate will respond to the request for changes within three (3) business days of receiving the request.

- (b) A minimum of twelve (12) consecutive hours shall be scheduled between a change of tours.
- (c) At least forty-eight (48) hours off shall be scheduled following the completion of night tours when changing to day tours in accordance with the posted schedule unless otherwise mutually agreed between the nurse and her/his immediate supervisor.
- (d) A weekend off shall consist of fifty-six (56) consecutive hours commencing no later than 2330 hours on Friday and ending no sooner

than the beginning of the Monday day shift, unless otherwise mutually agreed between the nurse and her/his immediate supervisor.

- (e) Christmas schedules shall be posted no later than November 1<sup>st</sup> of each year and will include the pay periods encompassing the nurses' five consecutive days off. Requests, however, should be submitted by October 1<sup>st</sup> of each year. An employee is entitled to be off work either Christmas Day (including December 24<sup>th</sup>, December 25<sup>th</sup> and 26<sup>th</sup>) or New Year's Day (including December 31<sup>st</sup> and January 1<sup>st</sup>). The Hospital will provide no less than five (5) consecutive days off over either Christmas or New Year's. If the allocation of requests for time off does not allow for the efficient operation of the unit, the manager may have to grant requests on a rotational equitable basis.

The weekend scheduling regulations referred to above may be put aside during the period of December 18<sup>th</sup> to January 10<sup>th</sup> to facilitate the scheduling of days off at Christmas and New Year's. The Hospital will endeavour to begin time off over Christmas no later than the end of the evening tour of December 23.

- G.3 Overtime will be offered in accordance with seniority of those nurses who make themselves available in the order of full-time, regular part-time and then casual, before shifts are offered to Agency Nurses. A tour is deemed to be offered if a call is made.

See Letter of Understanding in regards to the use of text messages.

- G.4 Full-time

- (a) At least sixteen (16) hours off shall be scheduled between shifts of the same definition, i.e., days, evenings, nights (does not apply to extended tours).
- (b) Split tours will not be scheduled.
- (c) Where employees rotate shifts, the Hospital shall endeavour to schedule fifty percent (50%) of work time on the day shift and fifty percent (50%) on the other shift or shifts as the case may be.
- (d) Employees will not be scheduled to change tours more than once per week.
- (e) Employees on eight (8) hour tours shall not be scheduled to work more than seven (7) consecutive tours.
- (f) An employee shall be scheduled four (4) days off in any two (2) week pay period of which two (2) tours will be consecutive, save and except employees on standby and call-back.
- (g) At an employee's written request, permanent evenings or night shifts will be scheduled subject to departmental requirements. An employee assigned to a permanent evening or night shift may be scheduled on an

occasional basis to work days for purposes of in-service education and evaluation.

- (h) Employees presently working eight (8) hour days/evenings or days/nights, shall not be rotated through all three (3) shifts without their consent.
- (i) Every effort shall be made to give full-time employees one (1) weekend off in two (2). Should an employee be required to work two (2) weekends in a row, then time and one-half (1 ½) shall be paid for the second (2<sup>nd</sup>) and subsequent weekend(s) save and except where:
  - (i) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - (ii) Such employee has requested weekend work; or
  - (iii) Such weekend is worked as a result of an exchange of shifts with another employee

**G.5 Regular Part Time Commitment**

- (a) Regular Part-time employees making a 0.4-0.8 FTE commitment will be available to be scheduled on the following basis:
  - i. Every other weekend, or;
  - ii. To be available, as required, to work two (2) weekends out of four (4) and scheduled to meet the operational needs of the unit
  - iii. To be available to work according to the FTE commitment as required and assigned by the Hospital as follows:

0.4-0.8 FTE Commitment per two (2) week period	
0.4FTE	30 hours
0.5FTE	37.5 hours
0.6FTE	45 hours
0.7FTE	52.5 hours
0.8FTE	60 hours

- iv. To be available fifty-two (52) weeks per year subject to Article 11 or 16 of the Collective Agreement.
- v. To be available to work either days/evenings, days/nights or evenings/nights (does not apply to twelve (12) hour tours).
- vi. To be available for work as required and assigned by the hospital during Christmas (including December 24<sup>th</sup>, December 25<sup>th</sup> and 26<sup>th</sup>) or New Year's (including December 31<sup>st</sup>, and January 1<sup>st</sup>).
- vii. To be available for work as required and assigned by the hospital during three (3) of the remaining holidays/holiday long weekends – one within each season (Spring/Summer/Fall).

viii.

Spring
Family Day or Good Friday
Summer
Victoria Day or Canada Day (where July 1 falls on a Friday or Monday) or Civic Holiday
Fall/Winter
Labour Day or Thanksgiving

(b) Regular Part-time employees making a 0.1 to 0.3 FTE commitment will be available to be scheduled on the following basis:

- i. To be available, as required, to work one (1) weekend out of four (4) and scheduled to meet the operational needs of the unit.
- ii. To be available to work according to the FTE commitment as required and assigned by the Hospital as follows:

0.1-0.3 FTE Commitment per two (2) week period	
0.1FTE	7.5 hours
0.2FTE	15 hours
0.3FTE	22.5 hours

iii. To be available for work as required and assigned by the hospital during Christmas (including December 24<sup>th</sup>, December 25<sup>th</sup> and 26<sup>th</sup>) or New Years (including December 31<sup>st</sup>, and January 1<sup>st</sup>).

(c) When all Regular Part-Time employees on the unit have been given the opportunity to work up to their commitment, the Hospital will then offer additional hours to all Regular Part-Time employees on the unit on an equitable basis prior to offering tours to casual employees, subject to the following:

- i. Employees who wish to be considered for additional tours must indicate their availability in the matter prescribed by the Hospital;
- ii. A tour will be deemed to be offered whenever a call is placed;
- iii. It is understood that the Hospital will not be required to offer tours which would result in overtime premium;
- iv. When a Regular Part-Time employee accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made;
- v. Provided they are qualified, employees may submit their availability to work additional tours to more than one unit. If working such time would result in premium payment, the nurse must indicate this in advance in order to receive the payment. Once the schedule is posted and the commitment has been fulfilled, nurses shall be able to submit availability to other units.

However, the nurse can be scheduled only two weeks in advance for a shift on a unit other than her home unit;

- vi. An employee who is scheduled to work the weekend of a statutory holiday, will be offered the statutory holiday first, in the event that work becomes available after the schedule is posted.
- (d) The Hospital will endeavour to schedule such that employees will not be required to change tours more than once per week.
- (e) Day tours will be scheduled equitably among the Regular Part-Time employees unless otherwise requested by the employee.
- (f) Should an employee be required to work three (3) weekends in a row, then time and one-half (1 ½) shall be paid for the third (3<sup>rd</sup>) and subsequent weekend(s) save and except where:
  - i. Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii. Such employee has requested weekend work; or
  - iii. Such weekend is worked as a result of an exchange of shifts with another employee.
- (g) It is understood and agreed that the Hospital shall schedule employees to work taking into consideration their stated preference and taking into account the operational needs of the unit.

#### G.6 Tours of Less than 7.5 Hours

A four (4) hour tour will consist of four (4) paid hours which shall be inclusive of one (1) fifteen (15) minute paid break. The Hospital will keep the number of four (4) hour tours to a minimum and will distribute such tours equitably among the regular part-time employees of the unit.

#### G.7 Extended Tours

- (a) Extended tours shall be introduced into any unit when
  - (i) seventy percent (70%) of the employees affected so indicate by secret ballot and
  - (ii) the Hospital agrees to implement the extended tours, such agreement shall not be withheld in an unreasonably or arbitrary manner.
- (b) Extended tours may be discontinued in any unit when either party states its intention to discontinue the extended tour schedule:
  - (i) fifty-five percent (55%) of the employees affected so indicate by secret ballot; or

- (ii) The Hospital because of
  - A) adverse effect on patient care, or
  - B) inability to provide a workable staffing schedule, or
  - C) the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (c) When notice of discontinuation is given by either party in accordance with Article G.7(b) above, then:
  - (i) the parties shall meet within two (2) weeks of giving of notice to review the request for discontinuation; and
  - (ii) where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended.
- (d) Employees on twelve (12) hour tours will not be scheduled to work more than three (3) consecutive tours.
- (e) Employees working extended tours will have the option, where possible, to work eight (8) hour tours on Christmas Eve (December 24<sup>th</sup>), Christmas Day (December 25<sup>th</sup>), Boxing Day (December 26<sup>th</sup>), New Year's Eve (December 31<sup>st</sup>) and New Year's Day (January 1<sup>st</sup>).

## G.8

Ten (10) Hour Tours

- (a) Ten hour tours shall be introduced into any unit when
  - (i) seventy percent (70%) of the employees affected so indicate by secret ballot; and
  - (ii) the Hospital agrees to implement the ten hour tours, such agreement shall not be withheld in an unreasonably or arbitrary manner.
- (b) Ten hour tours may be discontinued in any unit when either party states its intention to discontinue the ten hour tour schedule:
  - (i) fifty -five percent (55%) of the employees affected so indicate by secret ballot; or
  - (ii) The Hospital because of
    - A) adverse effect on patient care, or
    - B) inability to provide a workable staffing schedule, or
    - C) the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (c) When notice of discontinuation is given by either party in accordance with Article G.8 (b) above, then:

- (i) the parties shall meet within two (2) weeks of giving of notice to review the request for discontinuation; and
  - (ii) where it is determined that the ten hour tours will be discontinued, affected employees shall be given ninety (90) days' notice before the schedules are so amended.
- (d) For nurses working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37 1/2) minutes of unpaid mealtime.
  - (e) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37 1/2) minutes.
  - (f) Nurses shall not be scheduled to work more than four (4) consecutive tours.
  - (g) At least eleven (11) hours time off will be scheduled between tours.
  - (h) A weekend off is defined as commencing at the completion of the day tour Friday until the commencement of the Monday day shift.

## G.9

2D 2N Extended Tour Schedules

- (a) A 2D2N schedule shall be introduced into any unit when
  - (i) seventy percent (70%) of the employees affected so indicate by secret ballot and
  - (ii) the Hospital agrees to implement the extended tours, such agreement shall not be withheld in an unreasonably or arbitrary manner.
- (b) The 2D 2N schedule may be discontinued in any unit when:
  - (i) fifty-five percent (55%) percent of the nurses in a unit so indicate by secret ballot; or
  - (ii) the Hospital decides to do so because of:
    - (1) adverse effects on patient care, or
    - (2) inability to provide a workable staffing schedule, or
    - (3) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule;

- (c) When notice of discontinuance is given by either party in accordance with (b) above, then:
- (i) the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and
  - (ii) where it is determined that the 2D 2N extended tour schedule will be discontinued, affected nurses shall be given ninety (90) days' notice before the schedules are so amended.
- (d) The scheduling provisions contained in Article G are applicable save and except for the following:
- (i) Employees shall not be required to work more than four (4) consecutive tours. Should an employee be required to work a fifth (5<sup>th</sup>) consecutive tour, then time and one-half (1½) shall be paid for the fifth (5<sup>th</sup>) and subsequent tour until a day off is scheduled.
  - (ii) 2D2N 5off 4off Rotation  
 Employees shall receive every fifth (5<sup>th</sup>) weekend off, which shall consist of five (5) consecutive extended tours, which shall commence no later than 1930 hours Friday.  
  
 Should an employee be required to work five (5) weekends in a row, then time and one-half (1½) shall be paid for the fifth (5<sup>th</sup>) and subsequent weekend(s) save and except:
    - (1) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
    - (2) Such employee has requested weekend work; or
    - (3) Such weekend is worked as the result of an exchange of shifts with another employee.
  - (iii) 2D2N 5 off Rotation  
 Employees shall receive every fourth (4<sup>th</sup>) weekend off, which shall consist of five (5) consecutive extended tours, which shall commence no later than 1930 hours Friday.  
  
 Should an employee be required to work four (4) weekends in a row, then time and one-half (1½) shall be paid for the fourth (4<sup>th</sup>) and subsequent weekend(s) save and except:
    - (1) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
    - (2) Such employee has requested weekend work; or
    - (3) Such weekend is worked as the result of an exchange of shifts with another employee.

- (e) All schedules will be done on the basis that each full-time employee will be scheduled for 1950 hours per year.
- (f) Employees who work the 2D2N 5 off rotation, shall be scheduled for an additional three (3) eleven and one-quarter (11.25) hour shifts. The required additional shifts will be scheduled throughout the year and will be paid at the employee's regular straight time hourly rate of pay. All statutory paid holidays will be incorporated into the schedule. These paid holidays will be scheduled where there are less than six (6) scheduled shifts in the two (2) week pay period.
- (g) Employees who work the 2D2N 5 off/4 off rotation, shall be scheduled for one (1) additional eleven and one-quarter (11.25) hour shift. The required additional shift will be scheduled during the calendar year and will be paid at the employee's regular straight time hourly rate of pay. The required additional shift will be scheduled where there are less than six (6) scheduled shifts in the two (2) week pay period.

#### G.10

##### Master Rotations

Revisions to any Master schedule shall be brought to a scheduling sub-committee of the Hospital-Association Committee for discussion and recommendations. If the nurses on a unit propose changes to the master schedule and if those changes are operationally acceptable to the Hospital, master schedules on the unit may be changed if sixty-six percent (66%) of the nurses directly affected so indicate by secret ballot conducted jointly by the Hospital and the Union. The Hospital reserves the right to change master schedules for operational reasons.

The affected employees will be provided with sixty (60) days' notice that their master rotation may be amended.

#### G.11

##### Self Scheduling

Where the parties agree to the use of self-scheduling for full-time and part-time employees, on a unit, the following will apply:

- (a) Seventy percent (70%) of the full time and regular part time employees on the unit must indicate by secret ballot their willingness to participate prior to commencement of a trial of self-scheduling. The vote will be conducted by the Hospital and the union on the unit. The result of the vote will be determined on the basis of votes cast. The Hospital and the union will post the result of the vote.
- (b) A trial of self-scheduling shall run for a six (6) month period. If the self-scheduling trial demonstrates that it meets the operational requirements of the unit, the full-time and regular part-time employees will indicate by a seventy percent (70%) vote to continue with self-scheduling, as per Article G.11 (a).

- (c) The employer will not be required to pay overtime rates for any hours worked by a nurse in excess of the normal hours, where such excess hours are made necessary only to accommodate the transition to or from the self-scheduling. Similarly, no penalty or premium payments referred to in Article 14.03 resulting directly from the transition to or from the self-scheduling will be paid.
- (d) Any and all terms and conditions of the collective agreement, appendices and letters of understanding between the hospital and the union shall remain in full force and effect except as amended by this article.
- (e) The Hospital and the Union will agree to all guidelines related to self-scheduling prior to the implementation of self-scheduling on any unit.
- (f) Full-time nurses participating in self-scheduling shall be responsible for scheduling their 300 hours in an eight (8) week period, which includes preapproved vacation, paid holidays and lieu days.
- (g) Part-time nurses participating in self-scheduling shall be responsible for scheduling and/or providing availability up to their commitment in an eight (8) week period, which includes preapproved vacation and lieu days.
- (h) The selection of shifts process shall be completed at least two (2) weeks in advance of the required posting time. The manager must approve the schedule and such approval shall not be unreasonably withheld.
- (i) Full-time and regular part-time nurses must work a minimum of fifty percent (50%) of shifts other than day shift, where such shift is available.
- (j) Where a full time nurse self-schedules two (2) or more consecutive weekends, the premium pay for all self-scheduled hours worked on a 2nd and any subsequent weekend(s) shall not apply. Where a regular part time nurse self-schedules three (3) or more consecutive weekends, the premium pay for all self-scheduled hours worked on a 3rd and any subsequent weekend(s) shall not apply.
- (k) When self-scheduling a weekend worked and selecting day shifts, a full-time and regular part-time 0.4-0.8 FTE nurse shall work either Friday, Saturday, Sunday, or Saturday, Sunday and Monday unless otherwise mutually agreed between the Manager and the nurse. When selecting night shifts the full-time and regular part-time 0.4-0.8 FTE nurse shall work the actual Friday night, Saturday night and Sunday night unless otherwise mutually agreed between the Manager and the nurse. The part-time 0.1-0.3 FTE nurse will pick the number of shifts required for their commitment level.
- (l) A Full-time nurse shall not self-schedule themselves for more than five (5) consecutive days off without approval from the Manager or designate.
- (m) For all units that self-schedule all rules set forth in this article must be followed.

(n) From December 18 to January 10 self-scheduling provisions may be suspended for the Christmas/New Year's holiday scheduling period to ensure operational and scheduling requirements are met.

(o) Self Scheduling Group Picks

- i) Full time employees will be divided into equal groups as applicable and as determined by the Hospital. These groups will rotate for first pick.
- ii) Job sharing employees will pick after all full-time groups have picked.
- iii) Regular part-time employees of 0.4 - 0.8 FTE will pick after Job sharing employees. They will be divided into equal groups as applicable and as determined by the Hospital. These groups will rotate for first pick.
- iv) Regular part-time employees of 0.1 - 0.3 FTE will pick after 0.4 - 0.8 FTE employees. They will be divided into equal groups as applicable and as determined by the Hospital. These groups will rotate for first pick.
- v) Casual employees will put in availability only.
- vi) Extra availability by any group may also be placed in at time of picking.

(p) Paid Holidays

Spring Holidays - Family Day  
Good Friday  
Victoria Day

Summer Holidays - Second Monday in June  
Canada Day (July 1)  
Civic Holiday  
Labour Day

Fall Holidays - Thanksgiving Day  
Second Monday in November

Winter Holidays - Christmas Day (Dec. 25)  
Boxing Day (Dec. 26)  
New Years Day (Jan. 1)

- i) Full-time nurses in Group A (working New Year's Day) will be required to pick two (2) spring holidays, two(2) summer holidays, one (1) fall holiday. Full-time nurses in Group B (working Christmas Day and Boxing Day) will be required to pick one (1) spring holiday, two (2) summer holidays, one (1) fall holiday.

- ii) 0.4-0.8 FTE - regular part-time nurses will be required to pick one (1) spring holiday, one (1) summer holiday, one (1) fall holiday, and either Christmas or New Year's (winter holiday will rotate each year).
  - iii) 0.1-0.3 FTE - regular part-time nurses will be required to pick one (1) spring, summer or fall holiday and either Christmas or New Year's (winter holiday will rotate each year).
  - iv) Will work the same shift for Christmas Eve, Christmas Day and Boxing Day or New Year's Eve/New Year's Day.
  - v) Will select a maximum of five (5) consecutive days off (inclusive of days off and statutory holidays) for the Christmas and New Year's period.
  - vi) For full time nurses, at least two (2) of the holidays/long holiday weekends worked each year (other than Christmas and New Year's) must be on a shift other than days.
  - vii) For regular part time nurses of 0.4 FTE- 0.8 FTE at least one (1) of the holidays/ long holiday weekends worked each year (other than Christmas and New Year's) must be on a shift other than days.
- (q) Holiday Picking Groups
- i) The holiday schedule will be posted in November of each year with all twelve (12) holidays for the upcoming year. The holiday schedule will include the number of staff needed for each shift on all holidays.
  - ii) For purposes of the holiday schedule, the unit will be divided into two (2) equal groups, that include all full-time and regular part-time nurses. Group A will pick first one year, and then rotate to second pick the next year, with Group B picking first.
- (r) Discontinuation
- i) Discontinuation of self-scheduling by either the Hospital or the Union shall be with four (4) weeks written notice to the other;
  - ii) The discontinuation of self-scheduling by the hospital will not be for reasons which are unreasonable, arbitrary or in bad faith;
  - iii) Self-scheduling may be discontinued in any unit when:  
  
Fifty-five percent (55%) of the combined full-time and regular parttime employees permanently assigned to such unit so indicate by secret ballot.

The secret ballot will be conducted by the Hospital and the Union. The result of the vote will be determined on the basis of votes cast. The Hospital and the Union will post the results of the vote.

- (s) Nurses can self-schedule themselves to work up to four (4) twelve (12) hour consecutive tours.

#### G.12 Reassignment (Floating)

The Hospital and the Union recognize that it is a management right to reassign an employee who is scheduled to work for a period of time in accordance with the provisions of the Central Collective Agreement. This reassignment will be from the employee's home unit to any other unit as required by the Hospital. The Hospital and the Union agree to implement the following principles if such reassignment occurs:

- (a) The reassigned employee will be assigned to work with an experienced RN on the receiving unit. The experienced employee will be a staff employee.
- (b) The experienced employee will orient the reassigned employee to the general functioning of the unit.
- (c) The reassigned employee will identify, to the experienced employee, her skills, abilities and limitations in relation to duties required on the receiving unit. The two employees will collaborate in providing patient care.
- (d) Reassignment will occur bearing in mind the following principles:
  - i) Patient care and safety requirements are the first priority
  - ii) The Hospital will not normally reassign probationary employees
  - iii) The Hospital will reassign, where possible, employees who volunteer
  - iv) The Hospital will normally cancel or reassign agency employees before reassigning staff employees
- (e) The Hospital will endeavour to reassign staff nurses on a rotational basis in the following sequence: volunteers, casual, part-time, full-time. A written record will be kept on the unit/department to keep track of which employee was reassigned.

#### G.13 Scheduling - Nurse Practitioner

Due to the nature of the work of the Nurse Practitioner, there will be flexible scheduling of hours in accordance with her/his workload. The Nurse Practitioner will adjust her/his schedule to compensate for the variations in that load. Such flexible schedule will not result in premium pay under the scheduling provisions contained in the Central and Local Collective Agreements.

The Nurse Practitioner who works in excess of seventy-five (75) hours bi-weekly approved by her/his manager shall have the option of electing payment at the applicable premium rate. Hours worked in excess of seventy-five (75) hours bi-weekly may also be taken as time in lieu at the rate of time and one-half at a time mutually agreeable to the Nurse Practitioner and her/his manager. Article H of the Local Collective Agreement applies.

G.14 Casuals

- (a) All casual employees in a unit who have indicated their availability on the posted schedule shall be called in order of seniority. A tour would be deemed to be offered whenever a call is placed.
- (b) A casual employee who declares availability for work shall notify the Hospital as soon as a change in circumstances becomes known.

G.15 Staff are required to work four (4) out of eight (8) weekends. Where operationally feasible, at the discretion of the Hospital, the weekend requirement may be reduced.

**ARTICLE H – STANDBY**

H.1 The Hospital will notify the Bargaining Unit President prior to initiating ongoing standby assignments on any unit.

H.2 Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby by mutual agreement at the unit level.

H.3 Ongoing standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments where submitted electronically and approved by the Manager or designate. Such exchange will not result in additional cost to the Employer. In the event that Article H.5 below is triggered due to exchange of stand-by assignments, the employee called in from standby is responsible for ensuring coverage should they choose not to return within the eleven (11) hour period.

H.4 Pagers will be provided in areas which require ongoing standby assignments.

H.5 Where an employee has been called in from standby and worked the hours after 2400 hours, such employee will not be required to report to work within eleven (11) hours unless she or he does so by mutual agreement between the employee and the hospital. Should the employee choose not to work during the eleven (11) hour period, she shall be granted time off without pay, or she may choose to use lieu time, vacation or statutory holidays.

H.6 Telephone Standby

- (a) Compensation for a call-back from standby that does not require the nurse to leave his or her home shall be paid a minimum of one-half (1/2) hour or her actual phone time, whichever is greater at a rate of one and one-half (1½) times the regular straight time hourly rate. It is understood that this half hour

compensation will be considered compensation for all subsequent calls within that half hour.

- (b) Overtime pay for telephone consultation may be taken as time off in lieu in accordance with Article 14.09 of the Collective Agreement.
- (c) The nurse will report time spent on telephone inquiries to their manager or designate, following each period of standby. Such reporting will be on the form prescribed by the Hospital and will include:
  - i. the time the phone call was received;
  - ii. the duration of the phone call;
  - iii. a general description of the issue raised in the phone call and of the actions taken to address the issue.

H.7 In the event an employee is required to work for a period greater than sixteen (16) hours within a twenty-four (24) hour period, the employee is permitted to make reasonable efforts to be relieved from duty. In the event the employee is unable to continue to work and unable to find a suitable replacement, the employee will notify the Employer.

## **ARTICLE I – JOB SHARING**

- I.1 (a) Where a desire is expressed by either party to introduce job sharing, the Hospital and Union agree to meet and discuss the introduction of job sharing.
  - (i) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
  - (ii) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) employees and the manager.
  - (iii) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
  - (iv) Job sharers shall only be required to work the number of paid holidays that full-time employee would be required to work.
  - (v) It is anticipated that job sharers will endeavour to cover their partner during sick leave and vacation; however, such coverage shall not be considered mandatory if the partner is unable to do so.

- (b) **Implementation**

Where the job sharing arrangement arises out of the filling of a vacant position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

An incumbent full-time employee wishing to share her/his position, may do so subject to the approval of the manager without having her/his half of the position posted. The other half of the job sharing position will be posted and selection will be based on the criteria set out in the Collective Agreement.

If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position may revert to a full-time position. The remaining employee will have the option of reverting to his/her former position.

(c) Discontinuation

Either party (the Hospital or the job sharing employee) may discontinue the job sharing arrangement with sixty (60) days' notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary. In the event of discontinuation, the incumbent job sharers shall revert to regular part-time status.

## **ARTICLE J – LIEU TIME FOR OVERTIME**

J.1 (a) Full-time Employees Only

Where an employee has worked and accumulated approved hours for which she or he is entitled to be paid premium pay (other than hours relating to working on paid holidays) such employee shall select payment at the applicable premium rate or time off equivalent to the applicable premium rate, i.e., where the applicable rate is time and one-half (1 ½) then time off shall be at time and one-half (1½). Such time off shall not accumulate in excess of thirty-seven and one-half (37.5) hours and must be taken within one hundred and twenty (120) calendar days of accrual. Such time off to be scheduled at a mutually agreeable time.

(b) Full-time and Part-time Employees

Predetermined Recognized Closures and Partial Closures

The parties agree that there are times when Halton Healthcare Services will decide on temporary closures of certain units throughout the year. The parties agree that nurses who normally work on these units will be given the option of accumulating equivalent time off under Article 14.09 of the Central Agreement in excess of the limits specified in Article J-1(a) to the extent necessary to enable them to take time off during the closure and be paid for this time from their equivalent time off. If a nurse elects this option and does not have sufficient equivalent time off accumulated to be paid for the duration of the closure, they will be deemed to have accepted a short term layoff for the balance of the temporary closure. It is understood that all hours banked beyond 120 calendar days must be used prior to the approval of any unpaid leave or vacation, including banked statutory holidays.

It is further understood that all hours banked in excess of 37.5 hours must be used prior to the approval of any unpaid leave or vacation, including banked statutory holidays.

## **ARTICLE K- VACATIONS**

- K.1 For the purposes of calculating the amount of vacation earned, the vacation entitlement date shall be regarded as being April 1 to March 31 in any year.
- K.2 (a) Vacation preference for vacation during June, July, August and up to and including Labour Day will be submitted by the employee electronically by March 1<sup>st</sup>. Vacation approvals will be posted by April 1<sup>st</sup>.
- (b) Nurses may take a maximum of two (2) weeks' vacation during the vacation period of June, July, August and up to and including Labour Day. Subject to the operational and patient care needs of the Hospital, the Hospital may, in its discretion, consider individual requests in excess of those permitted under this clause.
- K.3 A week of vacation is defined as seven (7) consecutive calendar days. Vacation days will not be scheduled on a nurses regular scheduled days off.
- K.4 The Employer will provide updated vacation entitlement on each pay.
- K.5 Requests for vacation shall not be unreasonably denied. If a request for vacation is denied, a reason for the denial will be provided.
- K.6 It is understood and agreed that the Hospital will give consideration to the full-time and regular part-time employee's preference as to the timing of vacations. In the event of a conflict between employees, the principle of seniority will apply. The Hospital must, however, reserve the right to the final decision as to the scheduling of vacations.
- K.7 Once an employee has indicated a preferred vacation period, she or he may not exercise seniority rights to change this stated period.
- K.8 Vacation requests received after the stated deadlines will be considered on the basis of date of receipt. In the event of a dispute i.e. requests received on the same date, seniority will prevail.
- K.9 Part-time – Regular Part-Time employees will receive unpaid time off for the purposes of vacation on an annual basis in accordance with the following schedule, subject to the vacation scheduling regulations of the Hospital. Payroll records will document such unpaid vacation, when it is taken.
- |                 |   |  |
|-----------------|---|--|
| 6% vacation pay | - | (less than 4500 hours)<br>3 weeks unpaid off                       |
| 8% vacation pay | - | (4500 hours but less than 16,500 hours)<br>4 weeks unpaid time off |

- 10% vacation pay - (16,500 hours but less than 30,000 hours)  
5 weeks unpaid time off
- 12% vacation pay - (30,000 hours but less than 37,500 hours)  
6 weeks unpaid time off
- 14% vacation pay - (37,500 hours or more)  
7 weeks unpaid time off

All part-time employees will be paid vacation pay on a bi-weekly basis.

- K.10 Vacations may be scheduled to commence on a day other than Monday.
- K.11 Where it is operationally feasible, the Hospital will schedule off the weekend before and at the end of the nurse’s vacation.

**ARTICLE L – PAID HOLIDAYS**

- L.1 (a) The following shall be paid holidays:

New Year’s Day (Jan. 1 <sup>st</sup> )	Civic Holiday
Family Day (3 <sup>rd</sup> Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Second Monday in November
Second Monday in June	Christmas Day (December. 25 <sup>th</sup> )
Canada Day (July 1)	Boxing Day (December 26 <sup>th</sup> )

The parties agree that there is no obligation to any premium for more than one (1) day notwithstanding Provincial or Federal government designation of an alternative date.

- (b) 8-Hour Tours

A normal tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday, shall be deemed to be worked on the holiday for the full period of the tour.

- (c) 12-Hour Tours

An employee working on an extended tour on a paid holiday will be paid according to Article 15 of the Central Agreement for actual hours worked on the paid holiday.

- (d) FULL-TIME ONLY

When an employee qualified for lieu days, such lieu day will be granted within thirty (30) days before or sixty (60) days following the date on which the holiday is observed. Lieu days will be scheduled at a mutually agreeable time between the employee and his/her immediate supervisor.

Requests will not be unreasonably or arbitrarily denied. Lieu time may be banked to use in areas where closures are planned.

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

- M.1 (a) The parties agree that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to address this situation.
- (b) Violence Policies and Procedures
- The Employer agrees to develop formalized explicit policies and procedures 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 shall be provided to each employee at time of hire.
- Prior to implementing changes to these policies, the Employer agrees to consult with the Union.
- (c) Notification to the Union
- The Employer will inform the Joint Health and Safety Committee and the Union within four (4) days of any nurse who has been assaulted while performing her/his work.
- (d) Function of Joint Health and Safety Committee
- All incidents involving 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 affected.
- (e) Training
- The Employer agrees to provide training and information on the prevention of violence to all employees. This training will be done during a new employee's orientation and updated on an annual basis for all employees.
- (f) Damage to Personal Property
- The Employer will provide reasonable reimbursement for replacement of damages incurred to the employee's personal property, such as eyeglasses, contact lenses or other prosthesis, 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.

- (g) The parties recognize its obligations and responsibilities under The Ontario Occupational Health and Safety Act.

## **ARTICLE N – MODIFIED WORK**

- N.1 When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Employer will notify the Bargaining Unit President or designate and, if needed, at the request of either party will arrange a meeting to discuss the circumstances surrounding the employee's return to suitable work.
- N.2 The Employer will notify the Bargaining Unit President of the names of all employees who go off work due to a work related injury or when an employee goes on Long Term Disability (LTD).
- N.3 The Employer agrees to provide the employee with a copy of the Workplace Safety and Insurance Board (WSIB) Form 7 at the same time it is sent to the WSIB.

### **N.4 Return to Work Committee**

The Employer and the Union are committed to a consistent, fair approach to meeting the needs of employees with disabilities, to restoring them to work which is meaningful for them and valuable to the Employer and meets the parties responsibilities under the law.

The parties agree that they all have an obligation to assist employees with disabilities who are unable to perform their normal duties on a permanent basis to find suitable employment which maximizes the use of their skills and, where possible, maintains their earnings potential. In order to do this, the Employer will seek suitable employment opportunities in consultation with the Union and the employee.

To that end, the Employer and the Union agree to cooperate in facilitating the return to work of employees with disabilities. The Employer and the Union agree that ongoing monitoring and timely communication by all participants is essential to the success of the process. For the purposes of expediting communication, the Employer and Union agree that participants will use electronic communication where available.

- (a) A joint Return to Work Committee (RWC) comprised of an equal number of Union, one of which will be the Bargaining Unit President, and Employer representatives will be established. The Committee will meet at least four (4) times each year with the ability to call meetings as necessary.
- (b) The Employer will provide an updated list of information to the RWC before each quarterly meeting including the following:
- i) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits

- ii) Employees absent from work because of disability who are in receipt of Long Term Disability
  - iii) Employees who are currently on a temporary modified work program
  - iv) Employees who require temporary modified work
  - v) Employees who require long term accommodation in the workplace
  - vi) Employees who are currently on long term accommodation in the workplace
- (c) When a returning employee is in need of a permanent or long term accommodation the Employer will notify the RWC.
- (d) As soon as practicable the Employer and Union will meet with the affected employee to create and recommend a return to work plan where long term or permanent accommodation is required.
- (e) In creating a return to work plan, the Employer will examine the employee's abilities and accommodation needs with the Union and employee to determine if the employee can return to her/his:
- i) Original position
  - ii) Original unit
  - iii) Original unit/position with modifications to the work area and/or equipment and/or the work arrangement
- (f) In creating a return to work plan, the RWC will consider the employee's abilities and accommodation needs and if she/he is unable to return to work in accordance with Article (e) above, the committee will identify any positions in the organization which the employee may be accommodated.
- (g) An employee in need of long term or permanent accommodation may be temporarily accommodated until a long term or permanent arrangement is established. Such employee will remain on the list of employees requiring long term or permanent accommodation until suitable accommodation has been offered.
- (h) The parties recognize that more than one (1) employee requiring accommodation may be suitable for a particular position or arrangement. In such cases, the parties agree that in complying with Articles (e), (f) and (g) above, they must balance additional factors including in no particular order:
- i) skills, ability, qualifications and experience
  - ii) ability to acquire skills

- iii) path of least disruption in the workplace
- (i) When more than one (1) employee is deemed by the Employer to be suitable for a particular position or arrangement, and the factors set out in Article (h) are relatively equal, seniority shall govern.
- (j) The Employer and the Union will independently examine all postings on a regular basis to determine if any of the vacancies are suitable to accommodate an employee requiring either long term or permanent accommodation but cannot return to her/his home unit. Should a vacancy be identified as suitable in accordance with Article (h) above, the job posting language will be waived and the position will be offered to the employee.

## **ARTICLE O – MISCELLANEOUS**

- O.1 Where an employee qualifies for a meal allowance under Article 14, the meal allowance will be added to the employee's next regular pay.
- O.2 The Collective Agreement shall be posted electronically within one hundred and twenty (120) days of a Memorandum of Settlement or release of an arbitration award.
- O.3 Notification to Unsuccessful Job Applicants
- The parties agree that any unsuccessful internal candidates for an ONA job posting will be notified within one (1) week of the decision being finalized and prior to the posting of the name of the successful candidate.
- The parties further agree that the ONA Bargaining Unit President will receive notification of the names of the successful candidates for ONA job postings on a monthly basis.
- O.4 Temporary Full-time Vacancies
- Full-time employees may be considered for temporary full-time vacancies on the same basis as regular part-time employees provided for at Article 10.07(d) of the Central Collective Agreement. Such full-time employee will continue to be classified as full-time employee and covered by the provisions relating to full-time employees.
- O.5 An employee reporting to and departing from work, if they so request, will be provided with an escort between the Hospital and the employee's vehicle in the Employer's parking lot.
- O.6 Any discrepancies on pay statements shall be corrected as soon as it is administratively possible.

O.7 Uniforms

Where the Hospital requires the nurses to wear Hospital greens, the Hospital will continue to supply and launder those greens, in accordance with past practice. If, during the course of his or her shift, a nurse's uniform is soiled, the Hospital will make Hospital greens available to the nurse for the balance of the shift.

- O.8 The Hospital agrees to provide the Union with as much notice as reasonable under the circumstances where there is permanent moves of services or programs from site to site or within sites.

**ARTICLE P – INTERNET, OFFICE, E-MAIL ACCESS**

- P.1 The Bargaining Unit President and Site Vice President shall be provided with access to the Hospital e-mail system for the purpose of Union business.

The Hospital will endeavour to provide access to workspace, a phone, and a computer to the Union. The Hospital will provide the Union with access to voicemail and a mailbox at each site.

The Hospital will provide a dedicated locked filing cabinet and a dedicated space for the filing cabinet at the Oakville site.

The Union agrees that any long distance costs for the phone will be paid by the Union.

**ARTICLE Q – TRAVEL**

- Q.1 Where employees are required in the course of their patient care duties to travel between sites, they will be paid mileage at the Hospital corporate rate or reimbursed for cab fare.

**ARTICLE R – NURSING RESOURCE TEAM**

- R.1 A Nursing Resource Team (NRT) may be developed in order to meet the Hospital's need to replace short term absences, fill temporary vacancies and unforeseen increases to patient volume in units.
- R. 2 The Collective Agreement shall apply to all aspects of the NRT Nurse.
- R. 3 NRT's shall be comprised of full-time, part-time and casual positions only.
- R. 4 For the purposes of vacation, leaves of absence, lay-off or any other seniority or service entitlement under the collective agreement the NRT shall be treated as a separate unit.
- R. 5 The utilization of an NRT shall not cause the short term or long term lay off of any nurse covered by the collective agreement or a reduction in the scheduled hours of regular part-time nurses on the unit.

- R. 6 Prior to assigning an NRT Nurse, the Hospital must satisfy its' obligations under the Collective Agreement with respect to the scheduling or calling in of regular part-time and/or casual nurses for scheduled tours and/or additional tours that become available after the schedule has been posted, save and except that NRT's may be utilized to fill temporary vacancies due to sick leave absences, leaves of absence and pregnancy/parental leaves while the Employer makes proper arrangements to fill the vacancy under Article 10.07(d).
- R. 7 To ensure quality patient care, each nurse assigned to a unit shall receive the orientation specific to the applicable unit(s), as mutually agreed to by the nurse and the Patient Care Manager, prior to the commencement of the assignment.

Dated at Oakville, Ontario this 13<sup>th</sup> day of August, 2020.

FOR THE EMPLOYER

J. Feyerer

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FOR THE UNION

Judith McIlwaine  
Labour Relations Officer

Kerry Bell  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

**HALTON HEALTHCARE SERVICES**  
[hereinafter referred to as the "Hospital"]

And:

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

Re: Flexibility

In order for the Hospital to maximize additional funding opportunities in our current environment, the Union and Hospital agree to the possibility of meeting to discuss the potential of increased flexibility within the local Collective Agreement.

Dated at Oakville, Ontario this 13<sup>th</sup> day of August, 2020.

**FOR THE EMPLOYER**

J. Feyerer  
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**FOR THE UNION**

Judith McIlwaine  
Labour Relations Officer  
  
Kerry Bell  
Bargaining Unit President  
  
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**LETTER OF UNDERSTANDING**

**Between:**

**HALTON HEALTH CARE SERVICES**  
(hereinafter called the "Hospital")

**And:**

**Ontario Nurses' Association**  
(hereinafter referred to as the "Union")

Re: ONA Local 238 Bargaining Unit President Schedule

The Hospital agrees the current President of ONA, Local 238 (Kerry Bell) shall not be scheduled for evening shifts during her term in office.

Dated at Oakville, Ontario, on this 13th day of August, 2020.

FOR THE EMPLOYER

J. Feyerer  
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FOR THE UNION

Judith McIlwaine  
Labour Relations Officer  
Kerry Bell  
Bargaining Unit President  
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**LETTER OF UNDERSTANDING**

**Between:**

**HALTON HEALTH CARE SERVICES**  
(hereinafter called the "Hospital")

**And:**

**Ontario Nurses' Association**  
(hereinafter referred to as the "Union")

Re: Scheduling – Nurse Clinician in the Heart Function Clinic

Due to the nature of the work of the Nurse Clinician in the Heart Function Clinic, there will be flexible scheduling of hours in accordance with her/his workload. The Nurse Clinician will adjust her/his schedule to compensate for the variations in that load. Such flexible schedule will not result in premium pay under the scheduling provisions contained in the Central and Local Collective Agreements.

The Nurse Clinician who works in excess of seventy-five (75) hours bi-weekly approved by her/his manager shall have the option of electing payment at the applicable premium rate. Hours worked in excess of seventy-five (75) hours bi-weekly may also be taken as time in lieu at the rate of time and one-half at a time mutually agreeable to the Nurse Clinician and her/his manager. Article H of the Local Collective Agreement applies.

Dated at Oakville, Ontario, on this 13th day of August, 2020.

FOR THE EMPLOYER

FOR THE UNION

J. Feyerer

Judith McIlwaine  
Labour Relations Officer

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Kerry Bell  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

**Between:**

**HALTON HEALTH CARE SERVICES**  
(hereinafter called the "Hospital")

**And:**

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

Re: Nursing Resource Team

Nurses currently hired as a NRT nurse, as listed below, will continue to work at whatever site they are hired to, unless mutually agreed between the nurse and the Hospital.

Olive Riley

Dated at Oakville, Ontario, on this 13th day of August, 2020.

FOR THE EMPLOYER

FOR THE UNION

J. Feyerer

Judith McIlwainne  
Labour Relations Officer

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Kerry Bell  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

**Between:**

**HALTON HEALTH CARE SERVICES**  
(hereinafter called the "Hospital")

**And:**

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

**Re: Cancellation of Single or Partial Shifts**

1. Pursuant to Article 10.08(a), the Manager will identify who will be cancelled for the single or partial shift. In the absence of the Manager, the assigned designate will follow the sequence below.
2. When cancelling shifts, the sequence below will be followed:
  - (a) The ad hoc agency staff on the impacted unit;
  - (b) Voluntarily, and if no volunteers on the impacted unit;
  - (c) Employees scheduled on an overtime shift;
  - (d) Casual employees on the unit will be cancelled in reverse order of seniority;
  - (e) The least senior full-time or part-time will be cancelled in reverse order of seniority on that shift on the unit.
3. The parties agree that when a nurse is cancelled and a need arises whereby the Employer intends to call in a nurse for the same shift that has been cancelled, the Employer will offer the available shift to the nurse who had the shift cancelled. Where more than one nurse has been cancelled on the same shift, the Employer will offer the available shift in order of seniority.

Dated at Oakville, Ontario, on this 13th day of August 2020.

**FOR THE EMPLOYER**

**FOR THE UNION**

J. Feyerer

Judith McIlwaine  
Labour Relations Officer

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Kerry Bell  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

**Between:**

**HALTON HEALTH CARE SERVICES**  
(hereinafter called the "Hospital")

**And:**

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

Re: Nurse Practitioners Non-Clinical Responsibilities

The Hospital recognizes that Nurse Practitioners have both clinical and non-clinical responsibilities. The Hospital commits to working with ONA to establish a transitional plan to provide dedicated non-clinical time including Professional Development (e.g. research, education, leadership, policy and procedure development, education material development and administrative duties).

Dated at     Oakville, Ontario    , on this 13th day of     August    , 2020.

FOR THE EMPLOYER

FOR THE UNION

    J. Feyerer    

    Judith McIlwaine      
Labour Relations Officer

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    Kerry Bell      
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

**Between:**

**HALTON HEALTH CARE SERVICES**  
(hereinafter called the "Hospital")

**And:**

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

Re: Electronic Professional Responsibility Workload Report Forms

The parties agree to work cooperatively to determine the viability of using an electronic version of the ONA/OHA Professional Workload Report Form (PRWRF) at the Appendix 6 of the Hospital Central Agreement.

Dated at     Oakville, Ontario    , on this 13<sup>th</sup> day of     August    , 2020.

FOR THE EMPLOYER

FOR THE UNION

    J. Feyerer    

    Judith McIlwaine      
Labour Relations Officer

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    Kerry Bell      
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

**Between:**

**HALTON HEALTH CARE SERVICES**  
(hereinafter called the "Hospital")

**And:**

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

**Re: Self-Scheduling Facilitator**

The parties agree to the following:

- i) Each unit that self schedules may elect a facilitator. The vote will be conducted by the Hospital and the Union on the unit.
- ii) The facilitator is entitled to first pick before the schedule is open for unit picking;
- iii) The facilitator will not receive additional compensation or have existing duties removed for the purpose of meeting their responsibilities as a facilitator.

The responsibilities of the Self Scheduling Facilitator are as follows:

- i) The facilitator oversees the schedule and ensures all rules as set out in the Local Agreement and unit guidelines are followed.
- ii) The facilitator will keep a record of all rules votes, issues, violations, questions and answers pertaining to self-scheduling.
- iii) If an employee is requested by the facilitator and/or manager to make a change in their schedule and the changes are not made within forty-eight (48) hours, the facilitator and/or manager has the right to make the changes to the schedule. The facilitator and/or manager will notify the employee of any changes via email.

Dated at Oakville, Ontario this 13<sup>th</sup> day of August, 2020.

FOR THE EMPLOYER

J. Feyerer

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FOR THE UNION

Judith McIlwaine  
Labour Relations Officer

Kerry Bell  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

**Between:**

**HALTON HEALTH CARE SERVICES**  
(hereinafter called the "Hospital")

**And:**

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

Re: Text Message Communication

The parties acknowledge the changing preferences for methods of communication between staff and the Hospital.

Therefore, the parties agree to trial the use of text messaging using a Hospital approved application on a Hospital supplied device as an additional method of communication with staff for the purposes of scheduling in accordance with the Collective Agreement.

Text messaging will be utilized only by those staff who have indicated this as their preference for communication.

Dated at Oakville, Ontario this 13<sup>th</sup> day of August, 2020.

**FOR THE EMPLOYER**

J. Feyerer

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**FOR THE UNION**

Judith McIlwaine  
Labour Relations Officer

Kerry Bell  
Bargaining Unit President

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