

COLLECTIVE AGREEMENT

Between:

HAWKESBURY AND DISTRICT GENERAL HOSPITAL
(Hereinafter referred to as the "Hospital")

And:

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

Expiry Date: March 31, 2025

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APPENDIX 3 – SALARY SCHEDULERegistered Nurse

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

Part-time RN Wage Grids w Percentage In-Lieu

| | April 1, 2023 13% in lieu | April 1, 2023 9% in lieu | April 1, 2024 14% in lieu | April 1, 2024 10% in lieu |
|---------|--------------------------------------|-------------------------------------|--------------------------------------|--------------------------------------|
| Start | \$42.86 | \$41.34 | \$44.54 | \$42.98 |
| 1 Year | \$43.93 | \$42.38 | \$45.66 | \$44.06 |
| 2 Years | \$45.04 | \$43.45 | \$46.81 | \$45.17 |
| 3 Years | \$47.06 | \$45.40 | \$48.91 | \$47.19 |
| 4 Years | \$49.18 | \$47.44 | \$51.11 | \$49.31 |
| 5 Years | \$51.64 | \$49.81 | \$53.66 | \$51.78 |
| 6 Years | \$54.22 | \$52.30 | \$56.34 | \$54.36 |
| 7 Years | \$56.93 | \$54.91 | \$59.15 | \$57.08 |
| 8 Years | \$61.44 | \$59.26 | \$63.84 | \$61.60 |

Counselor RNs: Psychiatric Nurse Counselor/ Palliative Nurse Counselor/ Diabetic Nurse/ Geriatric Nurse/ Infection Control Nurse Counselor/ RN Nurse Educator

| | April 1, 2023 | April 1, 2024 |
|---------|----------------------|----------------------|
| Start | \$40.95 | \$42.18 |
| 1 Year | \$42.10 | \$43.37 |
| 2 Years | \$43.21 | \$44.51 |
| 3 Years | \$45.58 | \$46.95 |
| 4 Years | \$47.41 | \$48.84 |
| 5 Years | \$49.78 | \$51.27 |
| 6 Years | \$52.38 | \$53.95 |
| 7 Years | \$55.43 | \$57.09 |
| 8 Years | \$59.37 | \$61.15 |

Occupational Health Nurse

| April 1, 2023 | | |
|----------------------|----------------|----------------|
| Start | \$47.59 | \$49.02 |
| 1 Year | \$49.74 | \$51.24 |
| 2 Years | \$51.98 | \$53.54 |
| 3 Years | \$53.65 | \$55.26 |
| 4 Years | \$56.49 | \$58.19 |
| 8 Years | \$57.30 | \$59.02 |

RN Charge Nurse

| | April 1, 2023 | April 1, 2024 |
|---------|----------------------|----------------------|
| Start | \$41.93 | \$43.19 |
| 1 Year | \$42.88 | \$44.17 |
| 2 Years | \$43.96 | \$45.18 |
| 3 Years | \$45.65 | \$47.02 |
| 4 Years | \$47.52 | \$48.95 |
| 5 Years | \$49.70 | \$51.19 |
| 6 Years | \$51.98 | \$53.54 |
| 7 Years | \$54.38 | \$56.01 |
| 8 Years | \$58.37 | \$60.12 |

RN-SFA

| | April 1, 2023 | April 1, 2024 |
|---------|----------------------|----------------------|
| Start | \$43.25 | \$44.55 |
| 1 Year | \$44.29 | \$45.62 |
| 2 Years | \$45.46 | \$46.83 |
| 3 Years | \$47.49 | \$48.92 |
| 4 Years | \$49.61 | \$51.10 |
| 5 Years | \$52.08 | \$53.64 |
| 6 Years | \$54.71 | \$56.35 |
| 7 Years | \$57.44 | \$59.16 |
| 8 Years | \$61.98 | \$63.84 |

Nurse Practitioner

| | April 1, 2023 | April 1, 2024 |
|---------|----------------------|----------------------|
| Start | \$57.08 | \$58.80 |
| 1 Year | \$58.91 | \$60.68 |
| 2 Years | \$60.33 | \$62.15 |
| 3 Years | \$61.01 | \$62.84 |
| 4 Years | \$61.80 | \$63.66 |
| 5 Years | \$62.57 | \$64.45 |
| 6 Years | \$63.52 | \$65.43 |
| 7 Years | \$64.58 | \$66.52 |
| 8 Years | \$66.07 | \$68.05 |

APPENDIX 4 – SUPERIOR CONDITIONS

SUPERIOR CONDITIONS AWARDED BY THE CENTRAL ARBITRATION BOARD
DATED OCTOBER 23, 1981

| Clause # Central Award (Full-time) | Applicable Clause From Existing Collective Agreement |
|--|--|
| 5 | Note 7.01 The dues deducted will be forwarded to the Union each month together with a list showing names and Social Insurance Numbers of the nurses on whose behalf such deductions have been made. In addition, the Hospital will provide the address of a nurse once upon hiring. |
| 10.04 | Note 12.05 Nurses presently enjoying the accumulation of seniority for greater periods shall continue to receive such seniority benefits while employed by the Hospital. <ul style="list-style-type: none"> (a) Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions: <ul style="list-style-type: none"> ii) when in receipt of Workmen's Compensation Board payments for a period up to twelve (12) calendar months; |
| 12.02 | 22.04 The Hospital agrees to cash out on 12.03 termination of the nurses' employment, available sick leave credits up to a maximum of one hundred and fifty days (150) at the nurse's per diem rate of pay on termination as follows: <ul style="list-style-type: none"> (a) One hundred percent (100%) of all sick leave credits in her or his bank accumulated up to December 31, 1972 and remaining in her or his bank shall be paid out. (b) All sick leave credits in her or his bank accumulated since January 1, 1973 and unused shall be paid out as follows: <ul style="list-style-type: none"> i) after twenty (20) consecutive years of service in the Hospital-100% ii) after fifteen (15) consecutive years of service in the Hospital-80% iii) after ten (10) consecutive years of service in the Hospital – 60% |

- iv) less than ten (10) consecutive years of service in the Hospital – 50%

For nurses hired subsequent to November 23, 1979 this provision shall be amended to read – after five (5) consecutive years of service with the Hospital – fifty percent (50%).

16 Note 20.01 Nurses who presently enjoy better vacation benefits shall continue to receive such better benefits while employed by the Hospital.

(c) All full-time Head Nurses and Supervisors and the Inservice Co-ordinator shall be entitled to vacation with pay based on length of continuous service as of their anniversary date, as follows:

- i) Less than twenty years of continuous service – an annual vacation of four (4) weeks with pay at their regular rate.
- ii) More than twenty years of continuous service – an annual vacation of five (5) weeks with pay at their regular rate.

19.09 24.07 Nurses shall receive recognition for educational preparation:

- (a) For a course in Nursing Unit Administration (CHA\CNA) - \$15.00 monthly
- (b) For a one year university certificate or diploma in nursing - \$40.00 monthly
- (c) For a Bachelor's Degree - \$80.00 monthly

Staff Registered nurses hired after November 23, 1979 shall receive the above educational allowances when utilizing the additional preparation in the position held.

APPENDIX 5 – LOCAL PROVISIONS

ARTICLE A – RECOGNITION

- A.1 The Hospital recognizes the Union as the exclusive bargaining agent of all Registered and Graduate Nurses employed in a nursing capacity at the Hawkesbury and District General Hospital and students employed during the school vacation period, save and except the Clinical Director, Clinical Manager and persons above the rank of Clinical Director.
- A.2 The word "nurses" when used in this agreement shall mean persons included in the above-described Bargaining Unit.

ARTICLE B – MANAGEMENT RIGHTS

- 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, lay-off and recall, suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided.
 - (c) Determine, in the interest of efficient operations and highest standards of service, job rating and classification, hours of work, work assignments, methods of doing the work, and the working establishment for any 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) After discussion with the Union, create, enforce and alter reasonable rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this Agreement.
- B.2 These rights shall be exercised in a reasonable and in a consistent manner with the provisions of this Agreement.

ARTICLE C – UNION REPRESENTATION

C.1 The Hospital will recognize Union representatives as elected or appointed by the Local Union, up to a maximum of ten (10).

C.2 Committees

The Hospital will recognize the right of the Union to form and to participate in the following committees:

- (a) A Grievance Committee not to exceed three (3) nurses.
- (b) A Negotiating Committee not to exceed three (3) nurses, which shall represent full-time and part-time nurses.
- (c) A Hospital-Association Committee composed of a maximum of four (4) representatives from the Union and four (4) from the Hospital.
- (d) A Professional Development Committee where each party shall designate two (2) representatives.
- (e) A Scheduling committee not to exceed two (2) nurses

The Committee will meet at least quarterly. Meetings will be prescheduled on a yearly basis on mutually agreed upon dates and times.

C.3 The employer will provide an office space within their existing locals shared amongst all unions.

C.4 The hospital will allow the Union a period of 15 consecutive minutes to interview newly hired employees during the orientation period as per the provision in Article 5.06. The hospital will advise the Bargaining Unit President or designate, of the names of all newly hired employees to be interviewed.

ARTICLE D – LEAVE OF ABSENCE - UNION BUSINESS (LOCAL)

D.1 A nurse elected to the position of Bargaining Unit President at HGH shall be granted 10 days/calendar year of leave, paid by the hospital. It is expected that these days will be entirely devoted to ONA/HGH businesses. Leave shall be scheduled as far in advance as possible. The nurse shall continue to accumulate service and seniority during such paid leave.

D.2 Leave of absence for local Union business shall be granted to Union representatives and/or the President and/or Vice-President of ONA's local Bargaining Unit at HGH, for an aggregate maximum of ninety (90) working days during any calendar year, above and beyond the ten (10) days allotted

to the Bargaining Unit President at HGH, as per Article D.1 of the present Agreement.

The Hospital recognizes that the ninety (90) days may be exceeded due to the role of the local coordinator and agree to accommodate such leave provided:

- (a) A minimum of ten (10) days notice is given to the Hospital.
- (b) Not more than three (3) nurses shall be absent on such leave at the same time.
- (c) Such request for these following specialty areas (ER, FBC, Hemodialysis, ICU and OR) will be considered on an individual basis.

D.3 Prepaid Leave Plan

- (a) The number of nurses that may be absent at any one time, for the purpose of such a Prepaid Leave Plan will be 1 per unit (i.e. Emergency Department, Perioperative Services, Intensive Care Unit, Mental Health & Addictions, Complex Continuing Care (CCC), Medical-Surgical, Palliative Care, Reserve Team – Inpatient, Reserve Team Critical Care, Hemodialysis, Family Birthing Centre (FBC), Medical Day Unit (MDU) and Ambulatory Clinics.
- (b) A Prepaid Leave Plan will be granted upon prior authorization from the manager.

D.4 Paid Professional Development Leave Days

Full-time and regular part-time nurses shall be entitled to up to two (2) paid professional development days per calendar year, following the appropriate education request process and approval. Also, the Hospital will provide a prompt answer of acceptance or denial following the request of the nurse.

If the employee does not attend an education session paid by the Hospital, the employee must reimburse the registration fees and all relevant costs to the employer, unless exceptional circumstances occurred, which justify non-attendance according to the Hospital's discretion.

ARTICLE E – HOURS OF WORK - SCHEDULING

E.1 The Hospital will endeavour to maintain and achieve the following objectives in the formulation of working schedules:

- (a) One (1) week-end off in two (2), which shall consist of fifty-six (56) consecutive hours, which shall commence no later than 23:30 hours Friday. Where a full-time or regular part-time employee is scheduled or called in to work any hours during the period identified above, such

full-time or regular part-time employee will be considered as having worked the weekend.

An employee will receive premium pay as defined in Article 14 for all hours worked on a third consecutive and all subsequent consecutive weekends worked, save and except where:

- i) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
 - ii) Such employee has requested weekend work; or
 - iii) Such weekend is worked as the result of an exchange of shifts with another employee
 - iv) A nurse receives overtime premium payment for a second consecutive tour of duty on a Friday night that extends into Saturday morning, the hours of work should be considered in accordance with Article E.1 (a).
- (b) No split tours.
- (c) A nurse will be scheduled off work for not less than six (6) consecutive calendar days, unless otherwise requested in writing by the nurse, at either Christmas or New Year's, except in services where it is not normally required to work on weekends and/or paid holidays.
- (d) Nurses will not be scheduled to work more than six (6) consecutive calendar days. A nurse will receive premium pay for all hours worked on the seventh (7) and subsequent tours until a day off occurs, except where:
- i) such tour has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) such tour is worked as the result of an exchange of shifts with another nurse.
- (e) The Master schedule may be modified and the scheduling parameters may be waived during the periods of December 15th to January 6th and during the summer schedule (June 15th to September 15th).
- (f) Subject to staffing requirements, a full-time nurse who is not normally scheduled to work steady afternoons or nights will work at least 50% of her or his time on the day tour.
- (g) No less than twelve (12) hours shall be scheduled off between tour changes. For the purpose of calculation, the twelve (12) hours shall

be the time elapsed from the end of a tour to the beginning of the following tour. In the case of a night tour, no less than forty-eight (48) hours shall be scheduled off between tour changes. For the purpose of calculation, the forty-eight (48) hours shall be the time elapsed from the end of a tour to the beginning of the following tour. A nurse will receive premium pay for the next tour of duty if he/she does not get the twelve (12) or forty-eight (48) hours between the tours. For the employees working extended tours, this clause may be waived if, at the request of the employee, she or he wants to work a tour in a 7.5 hours schedule within a unit.

- (h) Full time nurses working on rotation will only work days and evenings, or days and nights, unless mutually agreed otherwise.
- (i) Subject to staffing requirements, a nurse will not be scheduled to work more than two (2) weeks consecutively on nights unless she or he is assigned on nights at her or his own convenience.
- (j) A nurse will not normally be required to change her or his tour of duty more than once (1) in a one (1) week period (7 calendar days), unless otherwise requested in writing by the nurse.
- (k) Four (4) days off shall be scheduled every fourteen (14) calendar days. In any two (2) calendar week period, at least two (2) consecutive calendar days off must be scheduled. The remaining two days off may be split by mutual consent.
- (l) The normal meal periods shall be as follows:
 - lunch between 11:00 and 14:00
 - dinner between 16:30 and 19:30
- (m) Nurses working in a unit where it is impossible to leave the premises of the Hospital (if there are only two (2) nurses in the unit) during meal breaks shall be provided with a meal per diem of 6\$ if they work a tour of at least 7.5 consecutive hours on a same day.
- (n) It is understood that overtime is on a voluntary basis only. All efforts will be deployed in order to avoid overtime. All overtime within the bargaining unit shall be offered to the senior qualified member who normally does the work. If a tour becomes available with eight (8) hours of tour start, such overtime will be offered to employees already working within the unit.
- (o) If an overtime tour becomes available outside of that time frame (more than 8 hours before tour start), such overtime shall be offered by seniority (full-time and part-time combined) first to those employees who normally work within that unit.

- (p) It is the responsibility of the employee to advise, in writing, the staffing/scheduling office, to add or remove their name from the overtime list, no later than one (1) week following the posting of seniority list.
- (q) The normal daily tours are:

| | |
|---------|-------------|
| DAYS | 07:30-15:30 |
| EVENING | 15:30-23:30 |
| NIGHT | 23:30-07:30 |
- (r) For the purpose of Article 14.10 of the Central Agreement, an evening tour will be from 15:30 to 23:30 hours and a night tour will be from 23:30 hours to 07:30 hours.
- (s) An employee may exchange her or his scheduled tours of duty with another employee provided the request is submitted in writing, dated and signed by both employees, and is approved by the immediate manager or designate concerned. Such requests shall not be unreasonably denied and shall not trigger any overtime premium under any circumstance to either employee.

E.2

When an error occurs in the assignment of a tour, under the provisions of the Collective Agreement, and according to the availability given by a nurse, the following conditions and procedure will apply:

- (a) The nurse will be assigned a tour above core, in order to compensate for the unassigned tour, due to Hospital error;
- (b) Within the same service, on the same tour, and at the same rate (regular or premium) than the claimed missed tour;
- (c) The above core tour will be assigned according to the nurse's availability, at a time mutually agreed upon with the Hospital, within a four (4) week time frame following the Hospital's error;
- (d) If the nurse is called for a replacement when he/she is already scheduled for her above core tour, and if he/she accepts the said replacement, the Hospital will endeavor to offer him/her another tour to compensate the above core missed tour;
- (e) If the Hospital is unable to assign the above core tour to the nurse within the four (4) weeks period, the claimed tour will be paid at the same rate (regular or premium) than the claimed missed tour.

E.3 Time Off in Lieu of Overtime (Full-time and Part-time)

Where a nurse 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 nurse shall have the option of electing 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).

Lieu time off shall not be accumulated beyond seventy-five (75) hours.

Lieu days off are to be arranged in advance with the Hospital and may be taken concurrently with scheduled weekends off, vacation or at a mutually agreeable time. Employees will give at least ten (10) calendar days' notice and the employer will give a response within five (5) calendar days of the request. Such accumulated time off in lieu of overtime must be taken within the same budget year as it is earned. However, any Lieu time off accumulated during the last three (3) months of the budget year can be scheduled to be taken off, following the manager's prior approval, no later than June 15th of the calendar year in which it is earned. If not taken, payment will be made. Employees may not take Time off in Lieu of Overtime during the period of December 15th to January 6th inclusively, and the summer schedule period (June 15th to Sept 15th) inclusively, unless approved by the Employer.

E.4 Extended Tours

- (1) Extended tours shall be introduced into any unit when:
 - (a) Seventy five percent (75%) of the nurses in the unit so indicate by secret ballot; and
 - (b) the Hospital agrees to implement the extended tours. Such agreement shall not be withheld in an unreasonably arbitrary manner.
- (2) Extended tours may be discontinued in any unit when:
 - (a) Seventy five percent (75%) of the nurses in the unit so indicate by secret ballot; or
 - (b) the Hospital because of:
 - i) adverse effects on patient care;
 - ii) inability to provide a workable staffing schedule;
 - iii) states its intention to discontinue the extended tours in the schedule.

- (3) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
 - (a) The parties shall meet within two (2) weeks of giving notice to review the request for discontinuation; and
 - (b) Where it is determine that the extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- (4) The following regulations shall govern the scheduling of work for nurses working extended tours:
 - (a) The Employer shall endeavour to ensure each employee every second weekend off.
 - (b) Employees will not normally be required to work more than four (4) consecutive days.
 - (c) All other scheduling regulations which apply to nurses working the regular daily tour as provided in Article E.1 and E.2 inclusive.

E.5 It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following completion of the Friday day tour until the commencement of the Monday day tour. (This is not applicable to extended tours.)

E.6 Work Scheduling

- (1) The master rotations and schedule of working hours and days of each service shall be posted in a suitable place two (2) weeks in advance for a period of eight (8) weeks. A master schedule for full time and part time employees may be modified with the consent of the employee. If there is a vacancy on the master schedule, the Employer is entitled to modify such vacancy schedule according to operational needs and following a notice to the Union.
 - (a) The Scheduling committee and Bargaining Unit President will be provided with a copy of all current master rotations twice yearly no later than January 30th in each year.
 - (b) Where a master rotation schedule is required to change as a result of a permanent long-term layoff, or the addition of new FTE positions, the employees on the affected unit will be provided with 60 days' notice that their master rotation may be amended.

- (c) Individual lines on a master rotation shall not be changed without prior discussion between the employee affected and her or his immediate supervisor.
 - (d) If there is a vacancy on the master schedule, Employees with an equivalent FTE and rotation may submit their interest for such line to management and this request will not be unreasonably denied. Based on operational needs and management approval, the vacant line will be offered by seniority on the unit and the residual position will be posted according to 10.07.
- (2) All part-time positions are defined as full-time equivalents (FTEs), and will constitute the normal hours of work for each position. Vacant or new part-time positions will be posted as FTEs.
- (3) Additional tours above the FTEs of part-time employees shall be offered singularly to said part-time employees, up to eight (8) tours per pay period. Such tours will be assigned according to their non-availability, and by seniority, within the unit. Weekends will be offered as two (2) tours together to regular and/or temporary part-time employees not scheduled. If the said additional tours are not successfully assigned within the unit, they will then be offered following the same conditions to all eligible part-time employees on a Hospital wide basis and this, prior to offering tours to casual employees. The following conditions apply in regards to paragraph 3:
- (a) Regular and/or temporary part-time employees who wish to be considered for additional tours must indicate their non-availability in advance for a period of eight (8) calendar weeks;
 - (b) Regular and/or temporary part-time employees who do not give their non-availability to work according to article E.6 (3) a) above, will be deemed not available for additional tours for the current period until otherwise changed by the employee. Any shift given to an employee prior to them changing their availability remains their responsibility;
 - (c) A tour will be deemed to be offered and be an opportunity to work whenever a call is placed and documented as such;
- It will be understood that in placing a call for a tour that is further than forty-eight (48) hours in advance, an employee will have up to four (4) hours to confirm acceptance.
- (d) Provided they are qualified, regular and/or temporary part-time nurses may submit their availability to work additional tours to more than one unit, in accordance with existing Hospital practice;

- (e) Additional tours shall be offered in this order: to regular and/or temporary part-time nurses, laid-off nurses, casual nurses and job sharers, in order of seniority;
- (f) It is understood that, for the purposes of this article and the interpretation of the Local Agreement, the units will be defined as follows: Emergency Department, Perioperative Services, Intensive Care Unit, Mental Health & Addictions, Complex Continuing Care (CCC), Medical-Surgical, Palliative Care, Reserve Team – Inpatient, Reserve Team – Critical Care, Hemodialysis, Family Birthing Centre (FBC), Medical Day Unit (MDU) and Ambulatory Clinics.

E.7 Regular Part-time Status

In order to maintain, or to be considered for regular part-time status, the following requirements must be met:

The employee must be available, if required by the Hospital:

- (a) To work one (1) weekend in two (2) (If weekend work is required in that unit);
- (b) To work all three tours of duty if required (Will be in effect for nurses hired after October 1, 2001).

E.8 Casual Part-time Status

- (1) Casual part-time employees must indicate their non-availability for work in advance for a period of eight (8) calendar weeks, in accordance with the policies and the procedures of the Hospital.
- (2) A casual part-time employee shall notify the hospital as soon as a change becomes known.

E.9 Part-time #2

A Part-time 2 status confers the following obligations and is defined as a nurse who:

- i) is pre-scheduled a minimum of one (1) tour per week (0.2 FTE) per a 8-week rotation; and
- ii) in addition, is available to work six (6) days either Christmas period or New Year's period; and
- iii) is available to be pre-scheduled a minimum of 180 hours between June 15th and September 15th, and

- iv) submits additional availability in writing including the number of tours prepared to work in a pay period.

E.10 Prior to initiating weekend or individual special circumstance arrangements, as per central language 13.04 and 13.05, the Employer will notify and meet with the Union to discuss necessary guidelines.

E.11 When a nurse accepts to work overtime, therefore extending his/her tour to sixteen hours from start to finish, he/she may request, subject to approval by management, to have the Hospital replace him/her for his/her next scheduled tour if his/her next scheduled tour falls within twelve (12) hours of the end of his/her double tour.

E.12 Tours of Less Than 7.5 Hours

- (a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
- (b) A paid rest period of fifteen (15) minutes will be granted during each half tour, provided the duration of each half tour is not less than three (3) consecutive hours.
- (c) Employees working tours comprised of less than 7.5 hours shall not be scheduled to work more than six (6) consecutive days. Premium pay as per Article 14.03 of the Central Agreement will be paid for the eight (8) consecutive and subsequent days until a day off is scheduled.

E.13 Hemodialysis

The Employer is the sole responsible party for the management (non clinical) of the Hemodialysis service. The Union will discuss with the employer on matters arising from his labour relations or other relevant issues.

E.14 Flexible Hours

A flexible arrangement for the hours of work will apply by mutual consent between the hospital and the union so that the regular hours for a full-time nurse working flexible hours will not exceed seventy-five (75) hours per pay period, and for a part-time nurse working flexible hours, her hours will not exceed the FTE's that constitute her position per pay period. It is understood that for the purposes of this article, the services working flexible hours will be defined by the hospital.

E.15 Standby

- (a) The Hospital will notify the Union before initiating standby assignments on any service. Employees scheduled for standby shall be provided with cell phones.

- (b) The Hospital will distribute standby duties as equitably as possible amongst the full-time and part-time staff qualified to participate in the service's standby duties. The standby assignment will be posted at the same time as the posted schedule.
- (c) Nurses shall be permitted to exchange standby assignments or find suitable replacement from nurses within the same service who are qualified to assume standby duties. These changes will be submitted to the Manager/Director in writing, and will be co-signed by involved nurses. Approval is required by the Manager/Director, a minimum of 24 hours before the tour.
- (d) When a nurse is called back to work from standby and/or worked between 12:00 AM and 5:00 AM, and is scheduled for work that same day, he/she will be permitted to leave the Hospital in order to allow for an eight (8) hour rest period between the end of the call-in and the commencement of work that same day. Said nurse will receive pay at her regular rate for the portion of that next scheduled tour, which falls into the eight (8) hour rest period between the time the nurse leaves and returns to the Hospital.
- (e) When a nurse is called back to work from standby between 12:00 AM and 5:00 AM, and where the Employer specifically requests the nurse to return to work within the eight (8) hour period of rest, the Employer will provide payment at the rate of one and one half (1.5) times the nurse's regular salary for all hours worked that fall within the eight (8) hour rest period.
- (f) If a nurse is called back after 5:00 AM, he/she will be paid premium pay from 5:00 AM until the beginning of his/her next scheduled tour that same day.
- (g) A nurse shall not be scheduled for standby duties on approved vacations, or on regularly scheduled weekends off, unless requested by the nurse.
- (h) Notwithstanding (g) above, in units where nurses are regularly scheduled to work Monday to Friday, standby duties will be equitably assigned to those who are qualified to assume standby duties. The scheduled standby assignment may be on a regularly scheduled weekend off.
- (i) When a nurse is called back to work from standby, he/she must respect the standards applicable to each service as per the posting, and as determined by the Hospital or other instances, in regards to the time allotted for employees to return to work and be ready for work within the service.

- (j) When an employee is scheduled for standby on a weekend, they will be considered to be working the weekend for the purpose of art. E.1.a).

ARTICLE F – PAID HOLIDAYS

F.1 The designation of holidays under Article 15.01 of the Central Agreement is as follows:

New Year's Day
January 2nd
3rd Monday in February Family Day
Good Friday
Victoria Day
Canada Day (July 1st)
Civic Holiday (August)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

F.2 Lieu days off shall be scheduled at a mutually agreeable time between the Hospital and the employee and shall be taken within forty five (45) days prior to or forty five (45) days following the statutory holiday. If not taken, the statutory holiday will be paid.

F.3 A 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 work performed on the holiday for the full period of the tour.

F.4 Whenever a nurse is assigned to work on a weekend immediately preceding, or following the designated statutory holiday, he/she will also be scheduled to work the designated statutory holiday.

F.5 Christmas shall include December 24th to 26th and New Years shall include December 31st to January 2nd. These days will be distributed on a seniority basis and in the case of a conflict, the Hospital will verify and take into account the previous year's Holiday schedule to see who was off, and those who were off will be expected to work.

F.6 Christmas and New Year's preferences will be produced according to the following timetable:

Posting by Sept. 15 Request by Oct. 1st Authorization by Nov. 1st

ARTICLE G – VACATION

- G.1 (a) Selection of vacation periods will be in accordance with seniority and article G.1 (b), and subject to the Hospital's requirements as to the sufficient availability of nurses.

The Employer shall restrict the number of weeks of vacation to be granted during the summer schedule (from June 15th to September 15th) to an aggregate maximum of three (3) weeks off during said period. If a nurse chooses to take an aggregate maximum of three (3) weeks vacation during the summer schedule, such nurse will be required to work an additional week-end during the said summer period. There will be a three (3) week restriction on the number of consecutive weeks granted the rest of the calendar year. No vacation will be granted during the Christmas holiday schedule, unless mutually agreed with the employee and his manager.

The Hospital will endeavour to grant time off to at least one full-time and one part-time nurse simultaneously per unit, for the purpose of vacations. However, in the event that there are no two (2) requests for vacation in the same unit, at the same time, for the same period, one being from a full time and one from a part time nurse, the Hospital shall endeavour to grant such vacation to two (2) full time or two (2) part time nurses. Vacations shall be granted by seniority from the combined most recent seniority list. If the Employer can grant more time off to his employees per unit it will be granted by seniority from the combined most recent seniority list of full-time and part-time.

- (b) Effective for the December 15th to June 14th vacation period; Nurses will submit their vacation requests in advance and, Manager/Director will advise the nurses of the granting of such requests in accordance with the following timetable. It is understood that the vacation planner will be used only for vacation requests and for both of the vacation periods as described below:

| | | |
|--------------------|--------------------|-----------------------|
| June 15 to Dec. 14 | Request by Mar. 31 | Authorized by Apr. 30 |
| Dec. 15 to June 14 | Request by Oct. 1 | Authorized by Nov. 1 |

Vacation requests submitted within the vacation submission deadline dates of March 31st and October 1st will be granted based on seniority with periods of one (1) or more weeks receiving priority over lesser periods. A week is defined as a seven (7) consecutive day period identified by the nurse on their vacation request.

- (c) Outside these timelines, requests will be subject to Manager/Director approval on an exceptional basis and he/she may first consider requests that were originally made on the vacation planner. Such requests will not be unreasonably denied and the employer will endeavour to notify the employee as soon as possible of the status of his/her request.

- (d) In the case where vacation weeks overlap two (2) different periods, the first day of the said vacation shall be referred to in order to define the period.
- (e) All regular part-time nurses shall receive their vacation pay annually by the end of May. If requested, a nurse may receive his/her vacation pay prior to the commencement of his/her vacation if he/she requested it in writing prior to May 15th. This request must state the date when the employee wishes to be paid.
- (f) If a nurse requests that his/her or his vacation be split he/she or he shall not be required to take her vacation days consecutively.
- (g) During the summer schedule, between June 15th and September 15th, requests for single vacation days off will be considered once vacation weeks have been assigned.
- (h) Vacation credits earned prior to May 1st of any year, are to be taken by April 30th of the following year. If an employee is unable to use all of his/her prior-earned credits by April 30th, he/she may request, in writing, by March 31th, to carry over up to 37.5 hours of said credits. These credits are to be taken on days agreed upon between the Employee and the Hospital during the period from May 1st to June 1st. If vacation credits are not taken, payment will be made to the employee.

ARTICLE H – GENERAL

- H.1 Seniority lists shall be posted by the Hospital January 31st and July 31st of each year, and a copy will be sent to the local Union.
- H.2 The Hospital will provide bulletin boards for the use of the Union. It is also agreed that the documents posted shall not be offensive and/or discriminatory to the Employer, nor to anyone else, including other employee's, doctors, volunteers, patients, clients, etc. The Hospital reserves the right to remove any item it finds unacceptable. The Union agrees that the bulletin boards shall be the only area where notices are posted, with the exception of meeting notices.
- H.3
 - (a) The Hospital shall pay its nurses every two (2) weeks.
 - (b) The Hospital shall pay its nurses by bank deposit and the following information shall be inscribed thereon, date of the pay period, deductions made, and the number of working hours both regular and overtime. The cumulative salary and deductions since the beginning of the calendar year should also be included. The pay will be deposited in respective banks of each employee.

- (c) In the event of any omission of \$100.00 or more on a nurse's pay cheque due to an error on the part of the Employer, the Employer undertakes to correct it the next working day if possible or at the latest within three (3) working days following notice of error to the hospital.
- (d) In the event that an error is discovered by the Employer where the nurse has been over paid or for a failure to make the appropriate deductions, arrangement shall be made with the nurse so that a repayment plan can be negotiated. Unless agreed otherwise by the nurse, every amount under \$1000.00 should be reimbursed within a six (6) months period and, every amount over \$1000.00 should be reimbursed within a twelve (12) months period.

- H.4
- (a) This Agreement shall be translated in French and an electronic copy will be made available to all members on the Hospital Intranet.
 - (b) The cost of such translation will be paid on an equal basis by the Hospital and the Union.
 - (c) The English version of this agreement shall be recognized as the official text.

H.5 Transportation allowance

The nurse will receive the Hospital rate per kilometre for any travelling approved by the Employer, on behalf of the Hospital.

H.6 Vacancies

Full-time and part-time nurses may be considered for temporary full-time vacancies, as per Article 10.07 (d) of the Central Agreement.

H.7 Notification to Successful Candidates

The parties agree that the successful candidate's name for any given posting will be posted on the HGH Intranet within five (5) working days following the acceptance of the selected candidate.

The parties further agree that the ONA Bargaining Unit President will be copied on the email sent to the successful candidate confirming his appointment.

- H.8 The Hospital will inform the Union of newly hired nurses within two (2) weeks of date of hire.

- H.9 The employees will have the opportunity to take the CPR course either to get their certification or to get their recertification on the Employer premises or at a convenient location. The Employer will pay the cost of the CPR recertification course to the employees. Time spent for the course should

be paid to the employees at their regular salary rate for a maximum of up to 3 hours. Proper replacement of employees on the unit will be provided if required.

ARTICLE I – MODIFIED WORK

- I.1 The Hospital will provide to the Union, a monthly list of all employees on modified work programs at the beginning of each month.
- I.2 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 Hospital will notify and meet with the staff representative of the Ontario Nurses' Association and the local representative and the employee to discuss the issue.
- I.3 If the employee requests it, the Hospital agrees to provide the Union and the employee with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board.

I.4 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 nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work.

The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled nurses based on the following principles:

- (a) A nurse has the right to employment following an injury or illness if the Employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work.
- (b) A nurse participating in this program will be paid his/her applicable hourly rate in accordance with the Collective Agreement or at the rate of the accommodated job, whichever is higher.
- (c) A nurse with a disability has the right to have the work or workplace modified to accommodate his/her needs in order to facilitate an early and safe return to work to their pre-injury/illness job or other suitable work.
- (d) A nurse with a disability, whose pre-injury/illness job cannot be accommodated to allow him/her to perform the essential duties of that particular job, shall be offered alternative suitable work. Every attempt will be made to offer alternative work that is comparable in nature and salary to his/her pre-injury/illness employment.

- (e) In order to return a worker with a disability to his/her pre-injury job, appropriate accommodation may include, but is not limited to, modifications to the job or work station, reorganization of the work, provision of additional staff, and/or retraining of the worker in order to perform the essential duties of his/her pre-injury job or alternative suitable work that may become available.

I.5 Musculoskeletal Injury Prevention and Control

- (a)
 - i) The hospital in consultation with the joint health and safety committee shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices, equipment and training for the health and safety of workers;
 - iv) at least once a year the musculoskeletal prevention and control measures, procedures, practices, equipment and training shall be reviewed and revised in the light of current knowledge and practice;
 - v) the review and revision shall be done more frequently than annually if,
 - 1 the employer, on the advice of the joint health and safety committee or health and safety representative, if any, determines that such review and revision is necessary; or
 - 2 there is a change in circumstances that may affect the health and safety of a worker;
 - iv) the Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and at least annually thereafter;
 - v) the employer will conduct initial and on-going risk assessments to determine musculoskeletal prevention and control measures, procedures, practices, equipment and training;
 - vi) the joint health and safety committee will review compliance with musculoskeletal prevention and control measures, procedures, practices, equipment and training during their physical inspection of the workplace;
 - vii) the JHSC will inspect an area that has frequent repetitive strain injuries as frequently as recommended by the JHSC, to review compliance with musculoskeletal prevention and control measures, procedures, practices, equipment and training.

I.6

Needle Stick/Sharps Safety

- (a) i) Where workers may be exposed to a blood borne pathogen, the employer, with the input of workers throughout the institution through the joint health and safety committee, shall identify existing or potential exposure risks and develop and implement an exposure control plan, designed to eliminate or reduce to the lowest feasible extent actual or potential exposure;
- ii) The assessment and exposure control plan shall be reviewed regularly by the joint health and safety committee and updated at least annually, to reflect changes in technology and practices that will help eliminate exposure to blood borne pathogens. The employer shall ensure through the joint health and safety committee that the exposure control plan is accessible to and communicated to all employees;
- iii) The Employer shall, in consultation with the joint health and safety committee, eliminate employee exposure or minimize it to the lowest feasible extent through the use of engineering controls. "Engineering controls" means controls that isolate or remove the blood borne pathogens hazard from the workplace and include sharps with engineered sharps injury protection, needleless devices, and shielded needle devices. Where engineering controls will reduce employee exposure by removing, eliminating or isolating the hazard, they must be used;
- iv) Where exposure or the risk of exposure cannot be eliminated by the use of engineering controls, the Employer shall use administrative controls to further reduce exposure or the risk of exposure to the lowest feasible extent;
- v) Where exposure or the risk of exposure cannot be eliminated by the use of engineering controls and administrative controls, the Employer shall ensure the use of appropriate personal protective equipment;
- vi) In implementing the exposure control plan, the employer shall provide workers with mandatory interactive training through the health and safety committee, including educational programs to build awareness of the risks associated with blood borne pathogens, and with information on the safest available alternative products and practices to eliminate these risks, including additional training for employees with no experience in handling human pathogens. Such training is to be provided on an ongoing basis in consultation with the joint health and safety committee;

- vii) The Employer, through the joint health and safety committee, shall ensure the adoption of measures to ensure the timely provision of post-exposure medical attention to any employee who receives a sharps injury. The Employer also shall ensure that a post-exposure protocol is accessible and is communicated to all employees;

ARTICLE J – VIOLENCE PREVENTION AND CONTROL

- J.1 The Hospital, with the nurse's consent, will inform the Union within five (5) days of any nurse who has been verbally, physically, sexually, or otherwise abused while performing her or his work. Such information shall be submitted in writing to the Union as soon as possible.
- J.2 The Hospital will consider requests for reimbursement, for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a direct result of being verbally, physically, sexually, or otherwise abused while performing her or his work, in the event that WSIB refuses to pay the claim.
- J.3 Violence Prevention and Control
 - (a) The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace.
 - (b) The Hospital, in consultation with the JHSC, shall develop, establish and put into effect, violence prevention and control measures, procedures, practices, equipment and training for the health and safety of employees.
 - (c) At least once a year, the violence prevention and control measures, procedures, practices, equipment and training shall be reviewed and revised in consultation with the JHSC, in light of current knowledge and practice.
 - (d) The review and revision shall be done more frequently than annually if,
 - i) the Employer, on the advice of the JHSC or health and safety representative, if any, determines that such review and revision is necessary; or
 - ii) there is a change in circumstances that may affect the health and safety of an employee.
 - (e) The Hospital will provide training on violence prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation, and at least annually thereafter.

- (f) The Employer will conduct initial and on-going risk assessments to determine violence prevention and control measures, procedures, practices, equipment and training.
- (g) The JHSC will review compliance with violence prevention and control measures, procedures, practices, equipment and training during their physical inspection of the workplace.
- (h) The JHSC will inspect an area affected by violence as frequently as recommended by the JHSC, to review compliance with violence prevention and control measures, procedures, practices, equipment and training.
- (i) Immediate critical incident stress debriefing and posttraumatic counselling and legal counsel shall be made available through the Employee Assistance Program, for employees who have suffered as a result of violence. Leave required to attend such debriefing will be without loss of pay.
- (j) The Employer will post signs by all entrances, and at each nursing station that state: Any form of abuse or violence will not be tolerated and the perpetrator will be asked to leave the facility immediately.

ARTICLE K – JOB SHARING

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

- K.1 Job sharing requests, with regard to full-time positions, may be granted to nurses, according to staffing requirements and operational needs, and if the Hospital and the Union agree to them. The requests shall be approved on an individual and exceptional basis. No new job sharing requests will be granted on any service once any notice of lay off has been provided to the Union until the notice period has expired.
- K.2 Total hours worked by the job sharer shall equal one (1) full-time position. Therefore, each job sharer will work 50% of the full-time schedule. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the person responsible of the schedule.
- K.3 That job sharers are considered regular part-time for all purposes under the Collective Agreement save and except scheduling provisions. The full-time scheduling provisions are applicable to job sharers.

K.4 Additional tours will be offered to regular part-time nurses and then to casual part-time nurses up to and above their commitment. If no one is available, then additional tours will be offered to job sharers.

K.5 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.

K.6 Coverage:

(a) It is expected that both job sharers will cover each other's incidental illnesses. Job sharers are required to cover for their partner in the case of prolonged or extended absences for a maximum period of 30 calendar days. If, because of unavoidable circumstances, one cannot cover the other, the staffing clerk must be notified in advance to book coverage.

(b) It is expected that both job sharers will cover each other for vacation, maternity leave and other leaves, pursuant to Article 11 of the Central Agreement. In the case of vacation, job sharer partners shall not request vacation at the same time.

K.7 Implementation

Any incumbent full-time nurse wishing to share her or his position may do so without having her or his half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

K.8 If one of the job sharers leaves the arrangement, her or his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she or he is qualified. If she or he does not continue full-time, the position must be posted in accordance with the Collective Agreement.

K.9 Discontinuation

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

ARTICLE L – REASSIGNMENT OF NURSES

- L.1 For the purpose of a single shift reassignment as referred to in Article 10.08
- (a) the Hospital will reassign nurses on the following basis:
- (a) Patient care and safety requirements will take priority in all reassignments;
 - (b) Where possible, reassignment will first be of a qualified nurse who volunteers;
 - (c) Where possible, the least senior nurse will be reassigned;
 - (d) The Hospital will not normally reassign probationary or orientation nurses.

ARTICLE M – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS

- M.1 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.
- M.2 The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
- M.3 Electronic PRWRFs may be sent, via email, to the applicable manager or designate.
- M.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- M.5 The union undertakes to get a copy of the electronic version signed by the employee(s).
- M.6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee as per Article 8.01.

ARTICLE N – ELECTRONIC COPY OF THE GRIEVANCE FORM

The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).

The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.

Electronic grievances may be sent, via email, to the applicable Manager and copied to Human Resources, or the identified designate.

The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.

The Union undertakes to get a copy of the electronic version signed by the griever.

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.

LETTER OF UNDERSTANDING
RE: TEMPORARY SUMMER POSITION

In an effort to allow the maximum vacation request, the employer will be allowed to offer temporary summer full-time positions for the period of Mid-June to Mid-September of each year. Of these positions fifty (50) percent or more will be offered to existing nurses and the remaining (maximum of five (5)) will be offered to the nursing students who will complete their consolidation at the Hawkesbury and District General Hospital.

LETTER OF UNDERSTANDING
RE: 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 or through a preauthorized withdrawal process.

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

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

LETTER OF UNDERSTANDING
RE: DEVELOPMENT OF A NURSING RESERVE TEAM (NRT)

A Nursing Reserve 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 and as a method of creating full-time positions.

- (a) The Collective Agreement shall apply to all aspects of the NRT Nurse.
- (b) NRT's shall be comprised of full-time positions only.

- (c) 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.
- (d) The utilization of a 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 schedule hours of regular part-time nurses on the unit.
- (e) Prior to assigning a 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:
 - i. Fill temporary vacancies due to sick leave absences;
 - ii. Leaves of absence;
 - iii. Pregnancy/parental leaves;
 - iv. Last minute absences within four (4) hours of shift start;

While the Employer makes proper arrangements to fill the vacancy under Article 10.07 (d).

- (f) A nurse so assigned under Article 10.07 (d) shall be deemed to be on that unit for the duration of the temporary assignment and their name(s) shall be clearly indicated on the schedule within that unit.
- (g) Any assignment of an NRT nurse shall be offered by seniority within the reserve team.
- (h) To ensure quality patient care, each nurse assigned to a unit shall receive the orientation specific to the application unit(s), as mutually agreed to by the nurse and the Patient Care Manager, prior to the commencement of the assignment.

The Hospital shall provide the Union with a list of all Nurses hired on to a NRT.

LETTER OF UNDERSTANDING
RE: REGISTERED NURSE PROFESSIONALISM IN THE WORKPLACE

The parties acknowledge the significant role Registered Nurses play in the delivery of high quality healthcare. We also recognize that it is important for patients and staff to be able to readily identify Registered Nurses who are widely disbursed throughout the hospital.

The parties will jointly promote the professional image and identity of Registered Nurses and will endeavour to develop plans within the hospital to do so.

All hospital identification tags will clearly identify the employee as Registered Nurse in a font that is clearly visible e.g. RN badge buddy.

LETTER OF UNDERSTANDING
RE: INTRODUCTION AND DISCONTINUATION OF INNOVATIVE UNIT SCHEDULES

If the Hospital and the Association agree to Innovative Unit Scheduling pursuant to Article 13.03 of the Central Collective Agreement, the following conditions will apply:

(a) Implementation

- (i) When seventy-five percent (75%) of the nurses on a Unit indicate, by secret ballot, their willingness to participate in a master schedule that accommodates the Innovative Schedule, the Association and the Hospital will meet to arrange for such a trial.

The secret ballot will be conducted solely by the Association and the Association will post the results.

- (ii) The resulting Innovative Schedule will be posted on the Unit and filled by seniority from amongst the full-time nurses on the Unit. If a new position is created, it will be filled in accordance with Article 10.07 (a).
- (iii) A trial of the Innovative Schedule will run for a six (6) month period agreed upon by the parties. After three (3) months of the trial period, a meeting will be held with the Unit, Hospital and the Association to evaluate the trial period and to make recommendations to improve the schedules, if needed. A further vote will be conducted on the Unit at five (5) months. Where the nurses in the positions agree and at least seventy-five percent (75%) of the nurses on the Unit indicate their willingness to continue with the new master, the arrangement will continue.

(b) Discontinuation

- i) Either party may discontinue the Innovative Schedule with sixty (60) days' notice. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation.

It is understood that such discontinuation shall not be unreasonable or arbitrary.

Should the Innovative Schedule be discontinued, the nurses in these positions will revert back to their previous positions and the previous master rotation will be put in place.

LETTER OF UNDERSTANDING
RE: TELEPHONE STANDBY - PERIOPERATIVE SERVICES

The Hospital and ONA agree to the following terms for the telephone standby in perioperative services :

- When the nurse who is on standby as per article E.15 receives a telephone call that requires immediate professional action on his/her part, he/she will be paid double time (2X) their base rate for the duration of the call, in 15 minutes increments.
- The nurse shall keep a record of all calls and submit it to his/her immediate supervisor upon request.
- This agreement is applicable to the perioperative services employees of the hospital only.

This agreement is made without prejudice and without precedent between the parties

DATED this 16th day of November 2023.

FOR THE EMPLOYER:

Benoit Daigneault

Anne Guertin-Lester

Lucie Leclair

FOR THE UNION:

Karina Saavedra
Labour Relations Officer

Roxanne Lapensee

Rachel Ferland