

**LOCAL PROVISIONS**

**Between:**

**HEADWATERS HEALTH CARE CENTRE  
(Formerly Dufferin-Caledon Health Care Corporation)  
(hereinafter referred to as the "Employer")**

**And:**

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

**Combined  
FULL-TIME and PART-TIME**

**Expiry Date: March 31, 2023**

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APPENDIX 3  
SALARY SCHEDULE

**FULL-TIME REGISTERED NURSE SALARY RANGES:**

	<b><u>Effective April 1, 2021</u></b>	<b><u>Effective April 1, 2022</u></b>
Start	\$33.90	\$34.24
1 Year	\$34.06	\$34.40
2 Years	\$34.62	\$34.97
3 Years	\$36.34	\$36.70
4 Years	\$38.05	\$38.43
5 Years	\$40.19	\$40.59
6 Years	\$42.36	\$42.78
7 Years	\$44.52	\$44.97
8 Years	\$47.69	\$48.17
25 Years	\$48.53	\$49.02

**REGISTERED NURSE - FIRST ASSISTANT:**

	<b><u>Effective April 1, 2021</u></b>	<b><u>Effective April 1, 2022</u></b>
Start	\$37.97	\$38.35
1 Year	\$38.13	\$38.51
2 Years	\$38.77	\$39.16
3 Years	\$40.69	\$41.10
4 Years	\$42.62	\$43.05
5 Years	\$45.01	\$45.46
6 Years	\$47.40	\$47.87
7 Years	\$49.83	\$50.33
8 Years	\$53.40	\$53.93
25 Years	\$54.32	\$54.86

**GRADUATE NURSE/TEMPORARY CERTIFICATE:**

	<b><u>Effective April 1, 2021</u></b>	<b><u>Effective April 1, 2022</u></b>
Start	\$30.52	\$30.83
1 Year	\$30.68	\$30.99
2 Years	\$31.15	\$31.46
3 Years	\$32.69	\$33.02
4 Years	\$34.26	\$34.60
5 Years	\$36.17	\$36.53
6 Years	\$38.12	\$38.50
7 Years	\$40.06	\$40.46
8 Years	\$42.50	\$42.93
25 Years	\$43.22	\$43.65

**GERIATRIC NURSE:**

	<b><u>Effective April 1, 2021</u></b>	<b><u>Effective April 1, 2022</u></b>
Start	\$33.90	\$34.24
1 Year	\$34.06	\$34.40
2 Years	\$34.62	\$34.97
3 Years	\$36.34	\$36.70
4 Years	\$38.05	\$38.43
5 Years	\$40.19	\$40.59
6 Years	\$42.36	\$42.78
7 Years	\$44.52	\$44.97
8 Years	\$47.69	\$48.17
25 Years	\$48.53	\$49.02

**CLINICAL NURSE SPECIALIST:**

	<b><u>Effective April 1, 2021</u></b>	<b><u>Effective April 1, 2022</u></b>
Start	\$53.95	\$54.49
1 Year	\$54.51	\$55.06
2 Years	\$55.57	\$56.13
3 Years	\$56.67	\$57.24
4 Years	\$57.81	\$58.39
5 Years	\$58.96	\$59.55
6 Years	\$59.13	\$59.72
25 Years	\$60.32	\$60.92

**CLINICAL RESOURCE NURSE:**

	<b><u>Effective April 1, 2021</u></b>	<b><u>Effective April 1, 2022</u></b>
Start	\$35.71	\$36.07
1 Year	\$35.83	\$36.19
2 Years	\$36.41	\$36.77
3 Years	\$38.11	\$38.49
4 Years	\$39.83	\$40.23
5 Years	\$41.98	\$42.40
6 Years	\$44.13	\$44.57
7 Years	\$46.30	\$46.76
8 Years	\$49.46	\$49.95
25 Years	\$50.31	\$50.81

**SUPERIOR BENEFITS****AWARDED BY THE CENTRAL ARBITRATION AWARD DATED OCTOBER 23, 1981**

Clause #                      Applicable clause from existing Collective Central Award Agreement

(Full-time & Part-time)

12.02                      20.04 Nurses with eight (8) years of continuous service who terminate their employment for any reason other than for just cause, will be permitted to cash out fifty percent (50%) of their sick leave bank to a maximum of sixty (60) days.

(Part-time Only)

15.01 Note              17.03 If a part-time nurse works on a designated holiday as listed in the Appendix to this Collective Agreement, they shall be paid at time and one-half (1<sup>1/2</sup>) their regular straight time hourly rate for all hours worked on such holiday. Where, in addition, they are required to work additional hours following their full tour on that day (but not including hours on a subsequent regularly scheduled shift for such nurse), they shall receive two (2) times their regular straight time hourly rate for such additional hours worked.

(Part-time Only)

16 Note                      18.05 Vacation pay for casual part-time Nurses shall be based on earnings from July 1st to June 30th and shall be paid at six percent (6%) of earnings. Part-time Nurses shall be granted three (3) weeks time off annually for vacation purposes and such vacations must be taken no later than the end of the year in which they are earned.

**ARTICLE A – RECOGNITION**

- A.1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses engaged in a nursing capacity by the Headwaters Health Care Centre save and except Supervisor and person above the rank of supervisor.
- A.2 The word "nurses" when used in this agreement shall mean persons included in the above-described bargaining unit.
- A.3 "Supervisor" or "Immediate Supervisor", when used in this agreement, shall mean the first supervisory level excluded from the bargaining unit.

**ARTICLE B - MANAGEMENT FUNCTIONS**

- B.1 The Association recognizes that the management of the Employer and the direction of the working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the provisions of this agreement and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service;
  - (d) generally to manage the operation that the Employer is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, and equipment in connection therewith;
  - (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this agreement.
- B.2 These rights shall not be exercised in a manner inconsistent with the provisions of this agreement.

## **ARTICLE C - ASSOCIATION REPRESENTATION**

- C.1 There shall be eleven (11) union representatives from the Hospital. The Bargaining Unit President or designate shall inform the Hospital of the names of the Union representatives.
- C.2 There shall be a Grievance Committee of three (3) nurses.
- C.3 There shall be a Negotiating Committee of not more than four (4) nurses one of whom shall be part-time, plus one (1) ONA Labour Relations Officer. There shall be an equal number of representatives from the Hospital
- C.4 The Hospital will provide paid leave for the Bargaining Unit President of up to fifteen (15) days per fiscal year. Such time shall be taken in increments of not less than one-half (1/2) day and is to be prescheduled. A day shall be considered as 7.5 hours. Such time is to be spent primarily on the premises dealing with ongoing bargaining unit issues, meetings, scheduling votes, representations, and any ONA business generated by the Employer. Time shall be pre-scheduled 14 days in advance with the Bargaining Unit President's supervisor and the Human Resources Director or designate. Such approval will be subject to the operational needs of the Hospital and will not be unreasonably denied. If the leave is not taken, it does not accumulate. The above time spent will be deemed as worked time. The hospital will not require the President to attend meetings after working the night shift.
- C.5 Hospital-Association Meetings
- There shall be a Hospital-Association Committee composed of three (3) representatives of the Union, and three (3) representatives from the Hospital, two (2) of which will include the Chief Nursing Officer or designate, a Human Resources representative, plus one (1) other management representative.
- The Bargaining Unit President, or designate, will identify to the Hospital which committee members require payment under Article 6.03 (e) at each H.A.C. meeting.
- C.6 There shall be a Professional Development Committee as per Article 9.02 of the Central collective agreement and shall consist of three (3) Union representatives and three (3) representatives from the Hospital, two (2) of which include the Chief Nursing Officer or designate, a Human Resources representative plus one other management representative.
- C.7 The interview of newly hired nurses, as required in Clause 5.06, shall take place during the orientation period, at a mutually agreeable time.



The Hospital will notify both Bargaining Unit President in writing or by electronic mail the date, time and name of RN attending and/or if no RNs are attending.

#### **ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS - (LOCAL)**

D.1 Leaves of absence for Union business shall be granted to a maximum of eighty (80) days in any calendar year. It is agreed that no more than two (2) nurses shall be off from any one unit for the purpose of attending the same meeting.

Requests for additional days will be considered on an individual basis and will not be unreasonably denied.

D.2 The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as they may require fulfilling the duties of the position.

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

E.1 The day shift will be considered to be the first shift of the day.

An afternoon or night shift shall be deemed to be any shift in which the majority of hours worked commence from 1530 hours and are completed on or prior to the 0730 hours.

##### Definition of Day Shift:

0730 – 1530 hours

##### Definition of Evening Shift:

1530 – 2330 hours

##### Definition of Night Shift:

2330 – 0730 hours

##### Definition of a Weekend

A weekend is defined as being fifty-six (56) hours off during the period following completion of the Friday day shift until the commencement of the Monday day shift.

Available work will be offered as entire tours (8 or 12 hours) and will not be split until all straight time options and seniority call lists are exhausted, and no one is available for a full shift.

- E.2 The Employer will endeavour to schedule nurses such that they work not more than two (2) shifts (i.e. days/evenings or days/nights) unless mutually agreed.
- E.3 (a) Nurses will not be required to work more than six (6) consecutive days, and/or should not be required to rotate more than two (2) shifts, that is days/evenings and/or days/nights, unless either is requested by the nurse in writing to their immediate supervisor. In the event that a nurse is required to work more than six (6) consecutive days, they will receive premium payment as determined by the Central Document for every consecutive day worked after the sixth day;
- (b) The regular schedule shall provide for a minimum of forty-seven (47) hours time off when a tour of duty is changed following night duty. In the event that this regulation is not adhered to, the nurse will be paid premium payment, as determined by the Central Document, for the first tour worked.
- (c) An annual schedule of schedule posting dates will be developed at the Hospital Association Committee.

Master Schedules will not be changed without prior consultation with the bargaining unit.

A master schedule of an individual nurse will not be changed without prior personal notification.

- (d) Requests for change in posted time schedules must be submitted by the nurse willing to exchange days or tours of duty. Such request for change must be authorized by the Manager or their designate in order to be effective." Such approval shall not be unreasonably withheld. If submitted and co-signed/computer verified within two weeks of the shift exchange, such request for change is deemed effective, unless the Manager or designate notifies otherwise within one (1) week of the submission date. Other requests will be considered on an individual basis and responded to as soon as possible by the Manager or designate.  
It is understood that such change in a tour of duty initiated by the nurse and approved by the Employer shall not result in overtime payment to any of the nurses affected by such change.
- (e) Part-time and Full-time nurses will be able to take overtime hours as lieu time. Overtime lieu banks will not exceed seventy-five (75) hours with the condition that the Employer can pay down a lieu bank in excess of thirty-seven and a half (37.5) hours to thirty-seven and a

half (37.5) hours on the first pay of December. Lieu day requests will not be unreasonably denied.

- (f) Schedules shall be posted four (4) weeks in advance of the first day of the new schedule time period and shall cover a four (4) week period. At the time of posting the schedule the employer will endeavour to have all shifts covered on the unit as per article E.6
- (g) Where a line on a master rotation becomes vacant, the nurses within that unit in the same status can express interest in writing to the manager and HR requesting transfer to the vacant line. Seniority, skill mix and the departmental needs will be taken into consideration by the manager or designate.

#### E.4 (Full-time Only)

- (a) The Employer shall provide nurses with every second weekend off except for the months of July and August during which the Employer will endeavour to provide nurses with every second weekend off and shall provide them with at least every third weekend off.

#### (Full-time and Part-time)

- (b) The regular schedule shall provide for a minimum of eleven hours (11) between the end time of one (1) scheduled tour and the starting time of the next scheduled tour. In the event that this regulation is not adhered to, the nurse will be paid premium payment, as determined by the Central Document, for the first tour worked.

#### E.5 (Full-time and Part-time)

- (a) All full-time and regular part-time nurses will be available to work either Christmas or New Year's.
- (b) A nurse will be entitled to up to five (5) consecutive days off at either Christmas or New Year's unless mutually agreed otherwise. In the event that a nurse is scheduled off work for less than five (5) consecutive days, at either Christmas or New Year's, they will be paid premium payment, as determined by the Central Document, for all days worked less than the five (5).
- (c) The normal scheduling conditions shall be waived to accommodate this special arrangement between December 15<sup>th</sup> and January 15<sup>th</sup>.
- (d) For this purpose, Christmas is defined as December 24, 25, 26 and New Year's is defined as December 31, January 1 and January 2.

- (e) Christmas and New Year's holidays will be alternated unless mutually agreed otherwise by the Employer and the nurse, in writing.
- (f) Full-time
  - i) Where the schedule in place on a unit results in at least one nurse having both Christmas and New Year's off, the Employer will endeavour to grant, on a rotational basis, the double holiday to the most senior full-time nurse.
  - ii) If they decline, the next most senior full-time nurse is offered; and the former is bumped to the end of the list for purposes of this clause only.
  - iii) The next time that a double holiday is available, the most senior full-time nurse who has not had a double holiday is offered. If they declines, the next most senior full-time nurse who has not had a double holiday is offered.
- (g) Full-time and Regular Part-time
  - i) Where the schedule results in two (2) nurses having both Christmas and New Year's off, the Employer will endeavour to grant, on a rotational basis, one double holiday to the most senior full-time nurse and one double holiday to the most senior regular part-time nurse.
  - ii) If they decline, the next most senior full-time and/or regular part-time nurse, as the case may be, is offered and the former is bumped to the end of the list for purposes of this clause only.
  - iii) The next time the schedule results in two (2) nurses having both Christmas and New Year's off, the most senior full-time nurse and the most senior regular part-time nurse who have not had a double holiday previously is offered.

#### E.6 (Part-time Only)

- (a) A regular part-time nurse shall commit themselves to be available at least two (2) weekends in four (4).
- (b) Casual part-time nurses will declare on a bi-weekly basis their availability for work on specified days for the next two week period. A casual part-time nurse who declares themselves available for any tour and later becomes unavailable for work shall notify the Employer as soon as the change in circumstances becomes known.

- (c) All available pre-scheduled shifts shall be distributed by seniority up to their commitment among the regular part-time in each unit over a two (2) week pay period.

If an additional number of shifts are left over after scheduling all regular part-time nurses on the unit up to their commitment, such additional shifts shall be offered by equitable distribution according to the processes in E.7.

- (d) The hospital will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of equitable distribution by seniority, subject to the following process:
- i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the hospital;
  - ii) A tour will be deemed to have been offered whenever a call is placed and the result of the call is recorded. A reasonable opportunity will be provided to return the telephone call and respond to the offer;
  - iii) It is understood that the hospital will not be required to offer tours which would result in overtime premium pay;
  - iv) When a regular part-time nurse accepts an additional tour, they must report for that tour unless arrangements satisfactory to the hospital are made;
  - v) Provided they are qualified, regular part-time and casual nurses may submit their availability to work additional tours to more than one unit. All such tours will be offered on the basis of seniority.
  - vi) Where distribution of shifts is equal, the additional shift shall be offered by seniority until commitment, then offered singly on a seniority basis and distributed accordingly.

E.7 (Part-time Only)

- (a) The Employer will endeavour to schedule the Friday evening tour to a nurse who is to work other shifts on that weekend, provided this does not put this nurse into premium pay.
- (b) The parties agree that when additional shifts are offered to regular part-time nurses on the unit, on the basis of seniority that the following guideline will be used for determining a reasonable time to respond to the offer of an additional shift prior to moving to the next most senior nurse on the seniority list.

It is understood that a reasonable period of time will be provided to the nurse to respond to the message left with respect to an offer of a tour;

A shift available less than forty-eight (48) away will be given to first respondent.

A shift greater than forty-eight (48) hours away will be given to the most senior nurse to respond within twenty-four (24) hours of the offer.

The onus is on the employee to provide two (2) numbers where they will be available.

E.8 (Full-time Only)

- (a) A nurse will receive premium payment as determined by the Central Document for all hours worked on a second and subsequent consecutive weekend save and except where:
- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - ii) such nurse has requested weekend work; or
  - iii) such nurse has requested weekend work exclusively; or
  - iv) such weekend is worked as the result of an exchange of shifts with another nurse.

E.9 (Part-time Only)

- (a) A nurse will receive premium payment as determined by the Central Document for all hours worked on a third and subsequent consecutive weekend save and except where:
- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - ii) such nurse has requested weekend work; or
  - iii) such nurse has requested weekend work exclusively; or
  - iv) such weekend is worked as the result of an exchange of shifts with another nurse.

E.10 (Part time and full time)

When a shift greater than forty-eight (48) hours away is overtime (all applicable staff has been offered the shift at straight time as per Article E.13) the shift will be offered to full-time staff equitably by seniority per pay period. If no full-time staff is available, the shift will be offered to part-time staff equitably by seniority per pay period first to Level 1, Level 2 and then Job Share.

When all part-time staff have been exhausted, then part time float pool, and then casual staff will be offered overtime equitably by seniority per pay period.

Any full time nurse who does not wish to be called for additional shifts must notify their Manager in writing.

E.11 Stand-by

- (a)
  - i) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on their unit.
  - ii) Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby.
- (b) Standby assignments shall be posted at the same time as the tours of duty schedules. Nurses shall be permitted to exchange their standby assignments.
- (c)
  - i) A full-time nurse will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the employee and the Hospital.
  - ii) Full-time or part-time nurse will not be scheduled for any combination of tours and/or standby for three consecutive weekends.
- (d) Employees scheduled for stand-by shall be provided with beepers/communication devices.
- (e) Nurses scheduled on standby, when called in to work are entitled to the normal relief and meal periods in accordance with the Collective Agreement.
- (f) The Hospital will provide a secure sleeping area for employees scheduled for stand-by.
- (g) Where an employee has been called in from standby and worked the hours after 2400 hours, Hospital will not require employees to return to regular duties without at least eight (8) hours of time off. Where

such time extends in to the employees next regular schedule shift they will maintain their regular earnings, seniority and service for that shift. If the sole Call In occurs two (2) hours or less prior to the end of the Stand By shift, the nurse would remain at work on the days they are scheduled and the eight (8) hours time off would be waived if mutually agreeable.

#### Operating Room On Call/Standby

- (a) On call/standby will be equally shared amongst all staff qualified to perform the work. Monday to Thursday and Friday to Sunday stand-by will be equalized separately.
- (b) If there is an empty/vacant line on the schedule – on call/standby shifts from the empty/vacant line will be shared equally by all qualified OR nurses until the vacancy is filled. The Nurse Manager will assign the standby/on call hours.
- (c) STATs will be chosen by the following process: at the beginning of the year all qualified OR RNs, in order of seniority, will put forth two (2) preferred STAT weekends to work. One STAT weekend will then be assigned to each nurse based on seniority, preference, and skill mix. The remaining STATs will be picked up by the least senior nurses until all STAT standby shifts are covered. STATs will be attached to the closest on call/standby weekend.
- (d) There will be a twelve (12) week Master Schedule including standby shifts, but will be posted 4 weeks at a time.
- (e) Weekend standby shifts from the Master Schedule may be moved to accommodate the vacation and STAT shift requests and will be equally shared amongst all staff qualified to perform this work.
- (f) Regular part-time staff in the OR will not be scheduled on stand-by/on call above their commitment hours except where the stand-by assignment is scheduled immediately following a regularly scheduled tour, unless agreed to by the nurse.
- (g) In the event of the addition of an evening shift, and/or if the master scheduled changes this will be reviewed and re-evaluated annually.
- (h) The provision of the Central Collective agreement found in article 14.06 and 14.07 shall also apply.

The employee requested for Standby/On-Call, must be available to report to the hospital within thirty (30) minutes of notification.



E.12 Regular Part-time Commitment Level 1

The commitment for regular part time Level I Nurses shall be forty-five (45) hours in a two (2) week period, as designated by the Hospital.

The nurse must be available if required by the Hospital and their commitment in writing will include the following conditions:

- (a) Available to work forty-five (45) hours per pay period.
- (b) To work as required in all areas of the Hospital
- (c) To be available to work five (5) tours either Christmas or New Year's. (For this purpose Christmas is defined as December 24, 25, 26 and New Year's is defined as December 31, January 1, 2).
- (d) To be available to work during the months of June to September inclusive and to take no more than three (3) weeks of vacation during this time.
- (e) If additional tours or work become available, four (4) hours or more before the available shift, regular part-time nurses will be contacted according to seniority and availability prior to casual nurses.

E.13 Regular Part-time Commitment Level 2

The commitment for regular part-time Level II Nurse will be as follows:

- (a) Is available for fifty-two (52) weeks per year minus their vacation entitlement; and
- (b) Could be pre-scheduled a minimum of thirty three. seven five (33.75) hours per month, which includes one (1) weekend; and
- (c) Is available to work either Christmas or New Year's period; and
- (d) Is available to be pre-scheduled a minimum of forty-five (45) hours/month from June to September and must include a minimum of one (1) weekend/month; and
- (e) Submits additional availability in the manner prescribed by the Hospital.
- (f) Those nurses currently holding regular part time status shall continue to hold regular part time Level 1 status.
- (g) Any available Level II regular part time positions shall be posted in accordance with the collective agreement.

E.14 All available pre-scheduled shifts will be distributed by seniority up to their commitment among the regular part-time in each unit over a 2 week pay period.

Any RPT who has not been pre-scheduled up to their commitment will be called for all shifts until they have worked up to their commitment. Once all RPT nurses have worked up to their commitment, the Hospital will offer unscheduled shifts to part-time nurses on the unit equitably, subject to the following order:

- (a) Regular Part-time specific to the unit. Level 1 then Level 2
- (b) Job sharers specific to the unit.
- (c) Regular part-timers from other departments who are qualified to work on that unit
- (d) Part time float Pool Nurses
- (e) Casual Registered Nurses specific to the unit
- (f) Casual Registered Nurses from other departments who are qualified to work on that unit

E.15 Tours of Less Than 7.5 Hours

Where tours of less than seven point five (7.5) hours are required, Article E in its entirety applies except where amended by the following:

- (a) The Employer will endeavour to keep the number of tours of less than seven point five (7.5) hours to a minimum.
- (b) Nurses working less than 7.5 hour tours shall be granted the appropriate paid rest period.
- (c) Management will not impose a schedule/posting where a part-time nurse(s) will be scheduled solely on tours of less than 7.5 hours, without prior consultation with the Association in an effort to minimize the adverse affects on the part-time nurse(s).
- (d) For nurses working tours of duty of less than 7.5 hours, no more than six (6) shifts in a row shall be scheduled. If a nurse is required to work on a seventh (7) consecutive and subsequent tour, then they will receive premium payment for each shift so worked until a day off is scheduled.

E.16 Four Hour Tours

Where a part-time employee is scheduled to work a four (4) hour tour, Article E will apply except as amended by the following:

- (a) The Hospital will endeavour to keep the number of four (4) hour tours to a minimum.
- (b) The employees working four (4) hour tours shall be entitled, subject to the exigencies of patient care, to a 15 minute relief period. The Employee will be paid four (4) hours, which consist of 3.75 hours worked and one 15 minute relief period.
- (c) Four (4) hour tours shall be distributed equitably among part-time employees on the unit, except where such arrangements are requested by the employee or by the job posting process.

E.17 Six Hour Tours

Where a part-time employee is scheduled to work a six (6) hour, Article E will apply except as amended by the following:

- (a) The Hospital will endeavour to keep the number of six (6) hour tours to a minimum.
- (b) The employees working six (6) hour tours shall be entitled, subject to the exigencies of patient care, to a 15 minute relief period. The Employee will be paid 5.5 hours, which consist of 5.25 hours worked and one 15 minute relief period and one 30 minute unpaid meal break.
- (c) Six (6) hour tours shall be distributed equitably among part-time employees on the unit, except where such arrangements are requested by the employee or by the job posting process.

E.18 Ten Hour Tours

The terms and conditions of extended tours will apply except as amended by the following:

- (a) For employees working ten (10) hour tours, a regular tour shall be averaged to 9.375 paid hours exclusive of a thirty seven and one half (37.5) minute unpaid meal break.
- (b) Employees shall be entitled, subject to the exigencies of patient care to relief periods to a total of thirty seven and one half (37.5) minutes.

- (c) In the event the employee works beyond the scheduled tour, premium payment shall apply for all hours in excess of that ten (10) hour tour.

E.19 Unit Schedules, including both extended tours and regular tours (Hybrid schedules)

Where a vote for the introduction of extended tours under Article "L" is unsuccessful, and the Employer and the Union agree to implement extended tours, for those nurses on the unit who agree to extended tours, in conjunction with the regular tours, the Union and the Employer will meet to discuss the implementation of a hybrid schedule on a unit by unit basis.

A schedule will be developed with the assistance of the Union with the intent to pilot it for (6) six months. After completing the pilot, the Employer and the Union will meet to discuss the permanent implementation or discontinuation of, the Hybrid schedule on a unit basis.

E.20 Scheduling Committee

The parties agree that there will be an ad hoc unit specific ONA scheduling committee comprised of Union and Management representatives, the Union Representative, as appointed by the Bargaining Unit Executive and the Management Representative, as appointed by management.

Any changes will be forwarded to the Hospital Association Committee for their information.

When the Hospital contemplates a change to the Master Schedule, the Hospital shall notify the ONA Bargaining Unit President or designate and the nurses on the affected units within fourteen (14) days and a meeting of the Unit Scheduling Committee shall be held within thirty (30) days.

Where a master rotation schedule change is planned, the nurses on the effected unit will be provided with sixty (60) days notice that their master rotation may be amended.

E.21 2D2N Scheduling Model

The Union and the Hospital agree in principle to the concept of the 2D2N Scheduling Model. Should the Hospital or the nurses wish to implement the 2D2N scheduling model on a particular unit, they shall do so according to the following criteria on a test basis through the Scheduling Committee.

## Tours and Implementation

The following provisions apply to 2D2N tours only:

- (a) Regular Part-time nurses, with the exception of participating job-sharers are not part of this agreement. However, the provisions will apply when a part-time nurse is filling a temporary vacancy of a FT participant of this agreement.
- (b) The parties agree to implement a 2D2N schedule subject to the following terms and conditions:
  - i) It is understood that the shifts worked will be extended tours and consists of 2 day and 2 night shifts.
  - ii) When the 2D2N rotation is introduced into any unit there will be a six (6) month trial period in order to evaluate the process. A vote to begin the 2D2N scheduling will be held to begin the trial. At the completion of the six (6) months trial there will be a second vote by secret ballot to decide whether the 2D2N rotation will continue.
  - iii) A 70 (seventy) % positive vote of all affected full time staff will be required to trial or retain the schedule. All registered nurses of the affected unit will have the opportunity to vote, inclusive of Regular Part-time and Casual nurses.
  - iv) Where a vacancy occurs in the 2D/2N schedule, the rotation will first be offered to the other nurses on the unit who have expressed an interest in working this schedule, in accordance with seniority. The Manager or delegate will advise the unit nurses of the availability of a position in the 2D/2N rotation. All full-time nurses working a traditional shift can request the change of rotation by submitting in writing the request to the Manager. The most senior full-time nurse on the unit who expresses interest will fill the position and will start the rotation at the beginning of the next nine week cycle. The vacancy created will be posted as per Article 10.07 of the Central Agreement.
  - v) No more than four (4) consecutive extended shifts shall be scheduled. The four (4) consecutive shifts will consist of two (2) eleven and one quarter (11.25) hour days immediately followed by two (2) consecutive eleven and one quarter (11.25) hour nights followed by five (5) consecutive days off.
  - vi) Employees shall not be scheduled to work more than three (3) consecutive and subsequent weekends. If an employee works on a fourth (4<sup>th</sup>) consecutive and subsequent weekend the

employee shall be paid a premium payment as defined in Article 14 of the Central Collective Agreement for all hours worked until a weekend is scheduled off save and except when:

- A) Such weekend had been worked by the employee to satisfy specific days off requested by such employee; or
  - B) Such employee has requested weekend work as per Letter of Understanding;
  - C) Such weekend is worked as a result of an exchange of shifts with another employee.
  - D) Such work has been requested to satisfy the additional 22.5 hours within the nine week cycle.
- vii) The scheduling provisions contained in the Collective Agreement are applicable save and except as amended below:
- A) Nurses will not be required to work more than four (4) shifts in a row. If a nurse works a fifth (5) shift, the nurse will receive premium pay. The nurse will not receive premium payment if the fifth (5) shift is requested by the nurse as a required additional shift to maintain full time hours.
  - B) Nurses will not be scheduled to work more than three (3) consecutive weekends. If a nurse works a fourth (4) weekend or a portion of a weekend, the nurse will be paid premium as per the Collective Agreement, for all hours worked on that weekend, unless the nurse requests to work that weekend shift to maintain full-time hours and to work their required additional shift (s)
  - C) All 2D2N master schedule will be calculated to years end to ensure the schedule provides 1950 hours in each calendar year. Nurses must make themselves available to work their required additional shifts on all shifts.

The scheduling of the required additional shifts will be scheduled to provide direct patient care, prior to the scheduling of regular part time nurses. The required additional shifts will be scheduled equally throughout the year and the number of required additional shifts will be determined by the nurse in consultation with the

Manager, by January 31 of each year. If the nurse does not provide the required availability for these required additional shifts, the Manager will have the ability to schedule these required additional shifts equitably throughout the year. At the discretion of the employee, the required additional shifts may be taken in vacation/stat time.

- D) Prior to formulating a 2D2N master rotation for any unit the parties must agree on all scheduling provisions specific to the 2D2N rotation. The finalized master rotation must be agreed upon by the parties prior to being presented to the employees on the unit. The available 2D2N positions will be offered to Full -Time nurses by seniority. Once the master rotation is finalized it will not be altered without the consent of the Union.
- E) The 2D2N employees will continue to follow their Master Rotation over the Christmas and New Years' time frame unless otherwise requested.

Should seventy percent (70%) of the unit request the master 2D2N scheduling conditions to be waived for the holiday period of December 15<sup>th</sup> to January 15<sup>th</sup>, the unit will participate in self-scheduling and nurses will be entitled to up to five (5) consecutive days off at either Christmas or New Year's.

All full-time and regular part-time nurses will be required to be available to work either Christmas or New Year's. Christmas and New Year's holidays will be alternated unless mutually agreed otherwise.

Each unit that waives the normal master 2D2N scheduling conditions over the holiday period stated above, shall nominate a scheduling champion and all unit nurses will participate in joint self-scheduling. The unit collectively shall be responsible for scheduling their hours including the paid holidays and lieu days and shall comply with all the provisions of the full-time and part-time Collective Agreement. If the allocation of requests for time off does not allow the efficient operation of the unit, the Manager may have to grant requests on a rotational equitable basis.

The prepared schedules shall be submitted by October 1<sup>st</sup> to the Manager for review and approval to ensure that appropriate nursing coverage is maintained. The

approved schedule shall be posted according to the Schedule of Schedules.

- (c) 2D2N rotations may be discontinued in any unit when:

The Hospital provides the Union with written notice ninety days in advance, of its desire to discontinue the 2D2N rotation. The Hospital may elect to end the 2D2N rotation because of:

- i) Adverse effects on patient care, or
- ii) Inability to provide a workable staffing, or
- iii) Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule.

Sixty (60) percent of the 2D2N nurses working on the unit indicate by a secret ballot that they elect to discontinue the 2D2N rotation. Such discontinuation will occur 90 (ninety) days after the secret ballot takes place.

When notice of discontinuance is given by either party, the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance.

E.22 The parties agree to meet to discuss innovative unit scheduling as required.

E.23 (a) If a nurse has been missed for an additional shift, it will be brought to the attention of the Manager within nine (9) calendar days after the circumstances given rise to it have occurred. The affected Nurse will be offered a shift as a supernumerary staff member at a time mutually agreed to by the Nurse and their Manager. The nurse will endeavour to work the offered shift within a four (4) week timeframe. The extra shift will be paid at the rate which the Nurse would have received had the offer been made according to the Collective Agreement. The supernumerary shift will not incur any further premiums.

(b) When a nurse is scheduled to work as a supernumerary shift and a staffing deficiency subsequently arises for that shift which requires replacement, the hospital will make every reasonable effort to not utilize the Nurse scheduled for the supernumerary shift as the replacement, and will make every reasonable effort to find a replacement in accordance with its usual provisions of the Collective Agreement.

(c) The Union will be advised of the date of the supernumerary shift.



## **ARTICLE F - PAID HOLIDAYS**

F.1 The following shall be recognized as holidays:

New Year's Day (Jan. 1st)	Civic Holiday
Family Day (3 <sup>rd</sup> Monday of February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (Nov.11)
Victoria Day	Christmas Day (Dec.25)
Canada Day (July 1st)	Boxing Day (Dec.26)

F.2 The Employer shall, consistent with the efficient operation of the Employer, provide for an equitable distribution among the nurses in the scheduling of paid holidays.

F.3 (Full-time Only)

### Holiday Lieu Days

- (a) when a nurse works on a holiday;
- (b) when a paid holiday is observed during a nurse's vacation period;
- (c) when a paid holiday is observed on a nurse's regular day off.

Lieu time off shall be scheduled within forty-five (45) days before or after the day on which the holiday is observed.

Employees will not be permitted to accumulate more than two lieu days. The Employer reserves the right of approval for the scheduling of lieu days but will endeavour to schedule such lieu days with a nurse's regular weekend off, at a mutually agreeable time.

F.4 (Full-time Only)

A nurse scheduled to work the weekend in conjunction with a paid holiday shall have the option to work the paid holiday if work is available and vice versa, a nurse who is not scheduled to work the weekend shall have the option of not working the paid holiday.

F.5 (Part-time Only)

The Employer shall endeavour to implement a schedule wherein, a nurse scheduled to work the weekend in conjunction with a paid holiday shall have the option to work the paid holiday if work is available and vice versa, a nurse who is not scheduled to work the weekend shall have the option of not working the paid holiday.

## **ARTICLE G – VACATIONS**

G.1 (a) It is understood and agreed that vacation weeks are not necessarily continuous, however, the Employer will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates, subject to the right of the Employer to operate the Hospital in an efficient manner;

(b) i) Vacation preferences for prime time will be submitted by the nurse to the Immediate Supervisor, in the manner prescribed by the employer, by March 15 and vacation requests will be verified by April 15 and posted at the next regularly scheduled posting time.

The employer will post an annual vacation calendar by January 1 in each nursing unit, used at their own discretion to identify potential vacation requests, in an attempt to possibly avoid vacation conflicts.

Any conflicts related to vacation requests for the prime time period will be resolved on the basis of seniority recognizing the necessity of the Employer in maintaining sufficient and qualified staff to ensure efficient operation of the Hospital.

Requests for vacation during the period of June 1 to May 31 of the following year (with the exception of prime time as above), shall be submitted in accordance with the annual schedule of schedules in Article E3.c), and shall be granted on a first come first served basis at the time of each posting. The Hospital shall acknowledge any requests outside the schedule of schedules in writing within four (4) weeks of receipt of the e-mail vacation request.

Exceptional requests for vacation will be considered by the Hospital at any time. A vacation request cannot be submitted beyond the vacation calendar year (June 1 to May 31).

A nurse who transfers to a different department throughout the vacation year will indicate at the time of transfer their pre-planned absences, the manager will endeavour to accommodate subject to the needs of the department.

ii) If no preference is submitted by a nurse, their vacation period will be allotted by the Immediate Supervisor after consultation with the nurse in question and with due consideration being given to departmental operations.

(c) In determining the number of full-time and part-time nurses granted vacation, the full-time and part-time quota shall be considered separately.

(d) i) Only nurses covered by the Collective Agreement will be included in the number of nurses allowed off during the summer months;

ii) Earned vacation may be taken either singly, in groups of days or in periods of one (1) week or more.

It is understood that 50% of the nurse's earned vacation shall be in blocks of one (1) week or more.

It is understood that requests for full weeks (5 days) of vacation will have priority over requests for single days, regardless of seniority.

The Employer retains the right of approval for all vacation day(s) scheduled.

iii) Where a nurse commences their vacation on a Monday, the Employer will endeavour to grant the weekend immediately preceding the vacation or the weekend at the end of the vacation as days off for at least one period of vacation during the vacation year at the nurses' request.

iv) Regular part-time employees will not be required to work their full commitment in any pay period where a week of vacation is scheduled, however they will be required to work the balance of their commitment for that pay period..

G.2 The vacation year for all nurses shall start and end with final pay ending in June. Anniversary date shall be used to determine vacation entitlement which shall be calculated and adjusted, if necessary at the end of the vacation year. Vacation must be taken by the end of the vacation year unless carried over by mutual agreement.

G.3 Nurses will be limited to taking three (3) weeks vacation during prime time. Prime time being June 15 to September 15

G.4 (a) Vacation quotas set by the Employer shall not be unduly restrictive. These quotas will be posted by the Employer by March 1st of each year.

(b) The Manager in any department may schedule additional registered nurses off at any one time if staffing requirement permits it.

G.5 (Part-time Only)

Part-time nurses shall be granted vacation time off annually in accordance with the full-time Collective Agreement, Article 16 - Vacation and Article 10 - Seniority of the part-time Collective Agreement.

G.6 (Part-time Only)

Vacation pay for part-time nurses shall be paid on every pay period.

G.7 The Employer will endeavour to schedule the weekend off before and after a nurse's holiday. The parties agree the Hospital must meet the operational requirements of the organization and therefore may not be able to always achieve this goal.

## **ARTICLE H – GENERAL**

H.1 A nurse must notify their Supervisor, as soon as possible, and at least two (2) hours prior to the beginning of the nurse's day shift and four (4) hours prior to the beginning of the nurse's evening or night shift that they are unable to work due to illness. A nurse who is absent in excess of three (3) consecutive days shall advise the Employer of their expected date of return at least twenty-four (24) hours prior to returning to work. Should they fail to provide such notice, the Employer may delay their actual return to work by one (1) scheduled tour.

H.2 A copy of the seniority list will be filed with the President/Contact of the Local Bargaining Units and posted in the months of January and July or upon reasonable request.

H.3 (a) The Hospital shall provide the Union with access to a glassed, lockable bulletin board for the posting of Union material. The Hospital shall provide a key to the Bargaining Unit President.

(b) The Hospital will provide ONA Local 124, with a locked file cabinet located in close vicinity to the Local Bargaining Unit President base unit to keep ONA documents.

H.4 Pay Cheques

Wages will be available on Friday of every second week at 1300 hours. Any regular earnings omitted on a pay cheque in excess of one day's pay, which is not caused by the nurse's error, shall be paid to the nurse within three working days from the time of issuance.

H.5 In this Agreement "Bargaining Unit" refers to the Local of the Ontario Nurses' Association at Orangeville, namely Local 124.

H.6 Copies of the ONA Central and Local Agreements shall be on file at each nursing station and each member of the bargaining unit shall receive a copy.

The current signed ONA local agreement shall be available on line via the Hospital intranet.

H.7 The parties agree to discuss and implement – when mutually agreed – any enabling language as agreed centrally – at any time during the term of the current collective agreement. Any of these issues will be discussed at the Hospital Association meeting. Prior to implementation an ONA Labour Relations Officer must review and sign off any agreement.

H.8 Notification to Unsuccessful Job Applicants

The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.

The Employer shall post monthly on the ONA bulletin board a list of the successful candidates for job postings, with unit, FT/RPT/casual status and posting number and shall provide a copy to the Bargaining Unit President and Vice-President monthly.

H.9 Retiree Benefits – Process for Payment (Full-time Only)

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in Article 17.01(h) will provide payment of the benefits through a pre-authorized payment plan.

It is understood that transactions will be taken the first of each and every month.

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

**ARTICLE I - PRE-PAID LEAVE**

I.1 The number of nurses eligible to participate in the pre-paid leave plan in any given year will be no more than two (2) full-time nurses and four part-time nurses and not more than one (1) nurse per unit at each site.

I.2 Educational Days

The Employer will reimburse all members for Professional Development Days that are mandatory.

## **ARTICLE J - JOB SHARING**

The parties mutually agree to implement job sharing. The Employer shall not arbitrarily or unreasonably refuse to implement job sharing.

- J.1 Job Sharing requests with regard to full-time positions shall be considered on an individual basis.
- J.2 Total hours worked by the job sharer 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) nurses and the Program Director of the Unit. Job sharers may be offered additional tours by mutual agreement.
- J.3 The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- J.4 Each job sharer may exchange shifts with their partner, as well as with other nurses as provided by the Collective Agreement.
- J.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.
- J.6 It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Program Director, or designate, must be notified to book coverage. Job sharers are not required to cover their partner during prolonged sick leave or extended absences. Job sharers are not responsible for arranging coverage for their position during such absences.
- J.7 Where a job sharer is going to be absent, other part-time nurses shall be offered the additional tours.
- J.8 All other provisions covering job sharing are contained in the central Part-time Agreement.
- J.9 Implementation
- Where the job sharing arrangement arises out of filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- J.10 An incumbent full-time nurse wishing to share their position, may do so without having their 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.

Written documentation will be provided to the successful parties involved and to the Bargaining Unit President.

J.11 If one of the job sharers leaves the arrangement, their position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which they are qualified. If they do not continue full-time, the position must be posted in accordance with the Collective Agreement.

J.12 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 K - MODIFIED WORK**

K.1 The Hospital and the Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their early and safe return to work.

The Employer will notify the President and or the Labour Relations Officer the names of all nurses who go off work due to a work-related injury or when an employee is approved for Long Term Disability

When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the applicable Local Executive to discuss the circumstances surrounding the employee's return to suitable work.

The Employer agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board.

### Return to Work Plan

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

K.2 When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and

a member of the applicable Local Executive to discuss the circumstances surrounding the employee's return to suitable work.

K.3 The Employer agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board.

NOTE: The Hospital agrees to schedule monthly meetings, or as required, with the union in support of Article K

### **ARTICLE L - EXTENDED TOURS**

The Employer will maintain and achieve the following objectives in the information of extended working schedules:

- L.1 An extended tour shall be introduced into any unit when:
- (a) seventy (70) percent of those nurses in the unit who vote by secret ballot; and
  - (b) the Employer agrees to implement the extended tour; such agreement shall not be withheld in an unreasonable or arbitrary manner.
- L.2
- (a) Subsequent to the initial vote, a trial period of at least 6 months will take place.
  - (b) Subsequent to the trial period, a second vote will be taken, if deemed necessary by either party.
  - (c) All nurses on the unit must then work the extended tour schedule during the trial period and thereafter.
- L.3 An extended tour may be discontinued in any unit when:
- (a) sixty percent (60%) of those nurses in the unit who vote by secret ballot; or
  - (b) the Employer because of
    - i) adverse effects on patient care,
    - ii) inability to provide a workable staff schedule, states its intention to discontinue the extended tour in the schedule.
  - (c) where the Employer wishes to do so or other reasons which are neither unreasonable or arbitrary,



- L.4 When notice of discontinuation is given by either party in accordance with Article L.3 above, then:
- (a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - (b) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.
- L.5
- (a) Nurses will be asked to work no more than four (4) consecutive days except by mutual consent, followed by at least two (2) consecutive days off.
  - (b) The Employer will schedule alternate weekends off duty.
  - (c) Nurses will not be scheduled single days off or on duty unless by mutual consent.

L.6 12 Hour Tours

Where a full-time or a part-time employee is scheduled to work a 12 hour tour, article E will apply, except as amend by the following:

- (a) No more than three twelve (12) hour tours will be worked consecutively, except by mutual agreement by the member and the employer.

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

**Philosophy:** In keeping with the Employer's Mission, Vision and Value Statements which calls for respect and understanding, it is the philosophy of this Employer not to tolerate or condone violence against staff and to provide support for victims of violence and/or abuse.

**Procedure:** In order to achieve the above policy, the following procedure is observed:

- (a) Workplace violence is defined as the exercise or attempted exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker, or a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker. The Hospital will make every reasonable effort to identify potential sources of risk to eliminate or minimize them through our Workplace Violence and Harassment Prevention Program. Any employee who believes they have been subjected to such incident shall report this to a supervisor

and complete the Electronic Employee Incident Report as per the Workplace Violence and Harassment Prevention Policy.

b) Violence Policies and Procedures and Function of the Joint Health and Safety Committee

The Hospital agrees to consult with the Joint Health and Safety Committee regarding the development, establishment, and implementation and to promote adherence of the violence and harassment prevention program.

The policies will address prevention of violence and the management of violent situations and support to employees who have faced workplace violence.

Prior to implementing any changes to these policies, the Hospital agrees to consult with the Joint Health and Safety Committee. These policies and procedures shall be communicated to all employees.

(c) Notification to the Union

The employer will notify the Joint Health and Safety Committee and union in writing of all reported incidents related to violence as outlined in the Workplace Violence and Harassment Prevention Policy within 4 days.

(d) Training

The Employer in consultation with the Joint Health and Safety Committee will establish and deliver training and education for all employees as per the Workplace Violence and Harassment Prevention Policy.

(e) Support and Counselling

The Employer provides a confidential Employee Assistance Program (EAP) to assist all employees with support.

(f) Damage to Personal Property

The Hospital will review potential reasonable reimbursement opportunities for comparable replacement of damages incurred to the employee 's personal property i.e. clothing, eyeglasses, contact lenses or other prosthesis, as a result of physical assault while performing their work. This excludes cell phones and jewellery.

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

## **ARTICLE N - REASSIGNMENT**

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

- N.1 The reassigned employee will be assigned to work with an experienced RN on the receiving unit.
- N.2 The experienced employee will orient the reassigned employee to the general functioning of the unit.
- N.3 The reassigned employee will identify, to the experienced employee, their skills, abilities and limitations in relation to duties required on the receiving unit. The two employees will collaborate in providing patient care.
- N.4 Reassignment will occur bearing in mind the steps:
  - (a) Patient care requirements are the first priority.
  - (b) The Hospital will not normally reassign probationary employees.
  - (c) The Hospital will reassign, where possible, employees who volunteer.
  - (d) The Hospital will normally cancel or reassign agency employees before reassigning staff employees.
  - (e) The Hospital will reassign staff according to patient acuity and the needs of the sending and the receiving units on the basis of knowledge, skills, and ability, subsequently the Hospital will reassign nurses in the following sequence, on the basis of reverse seniority: casual; float, regular part-time; regular full-time.

## **ARTICLE O – MUSCULOSKELETAL INJURY PREVENTION AND CONTROL**

- O.1 The Hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal injury prevention and control measures, procedures, practices and training for the health and safety of employees.
- O.2 At least once a year the musculoskeletal injury prevention and control measures, procedures, practices, and training shall be reviewed and revised in the light of current knowledge and practice.

O.3 The review and revision shall be done more frequently than annually if:

- (a) The Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
- (b) There is a change in circumstances that may affect the health and safety of an employee.

O.4 The Hospital will provide training on musculoskeletal injury prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and thereafter as required.

Dated at \_\_\_\_\_, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
Frances Duiker

\_\_\_\_\_  
Silvana Petersen

\_\_\_\_\_

\_\_\_\_\_  
Angela Roberts

\_\_\_\_\_

\_\_\_\_\_  
Lynda Lidwill

\_\_\_\_\_

\_\_\_\_\_  
Kathy Daigle

## LETTER OF UNDERSTANDING

**Between:**

**HEADWATERS HEALTH CARE CENTRE  
(hereinafter referred to as the "Hospital")**

**And:**

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

**Re: Standby Scheduling – Sexual Assault Domestic Violence Treatment Program**

The Hospital will endeavour to schedule Sexual Assault Domestic Violence team standby according to the following guidelines:

1. A schedule will cover six (6) week period.
2. At posting the nurses will self-schedule for 8 hour shifts. Ten days after the posted time, once the schedule opens, nurses can self-schedule the remainder of the open shifts.
3. It is expected that the nurses will be available for a minimum of 64 hours per month, days, evening or nights, weekdays and weekends, with at least two shifts per month on a weekend and a total of 64 hours per year during weekends with a statutory holiday.
4. Standby scheduling guidelines may be altered to accommodate requests for vacation and incidental absences.
5. In circumstances where a nurse attends follow up appointments with patients that are scheduled outside of the Standby periods, the nurse will be paid for the length of the appointment time, with an option to stay for four (4) hours at straight time, and work within the SADV department.
6. Mutual exchanges by staff and coverage for incidental absences will be done using the team list.
7. The Casual SADV nurse will not book themselves on-call when they are already working on another unit.

- 8. Attendance at staff meetings is mandatory, staff meetings will occur at least every three (3) months and will be paid at straight time.
- 9. Nurse on the team will be provided annually a minimum of one education session relevant to the Sexual Assault Domestic Violence Treatment Program.
- 10. When a new nurse is hired to the Sexual Assault Domestic Violence Program, the union will be notified in writing of the nurse (s) name and the unit they work on.

All parties agree to work collectively to provide a standby schedule that addresses the concerns of the Hospital and the nurses, while providing the best possible patient care.

Dated at \_\_\_\_\_, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
Frances Duiker

\_\_\_\_\_  
Silvana Petersen

\_\_\_\_\_

\_\_\_\_\_  
Angela Roberts

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\_\_\_\_\_  
Lynda Lidwill

\_\_\_\_\_

\_\_\_\_\_  
Kathy Daigle