

**LOCAL APPENDICES**

**TO THE**

**COLLECTIVE AGREEMENT**

Between:

**HUMBER RIVER HOSPITAL**  
(Hereinafter referred to as the "Employer")

And:

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

Expiry: June 7, 2021

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**APPENDIX 3**  
**SALARY SCHEDULE**

## Registered Nurse

	<u>April 1, 2020</u>	<u>April 1, 2021</u>
Start	\$33.56	\$33.90
1 Year	\$33.72	\$34.06
2 Years	\$34.28	\$34.62
3 Years	\$35.98	\$36.34
4 Years	\$37.67	\$38.05
5 Years	\$39.79	\$40.19
6 Years	\$41.94	\$42.36
7 Years	\$44.08	\$44.52
8 Years	\$47.22	\$47.69
25 Years	\$48.05	\$48.53

## Graduate Nurse – Temporary Provisional Nurse

	<u>April 1, 2020</u>	<u>April 1, 2021</u>
Start	\$29.74	\$30.04
1 Year	\$30.76	\$31.07
2 Years	\$30.90	\$31.20
3 Years	\$32.55	\$32.87
4 Years	\$34.15	\$34.49
5 Years	\$35.82	\$36.18
6 Years	\$37.57	\$37.94
7 Years	\$39.66	\$40.05
8 Years	\$39.77	\$40.16
25 Years	\$40.43	\$40.84

## Nurse Clinician

	<u>April 1, 2020</u>	<u>April 1, 2021</u>
Start	\$36.77	\$37.14
1 Year	\$37.28	\$37.65
2 Years	\$37.65	\$38.03
3 Years	\$39.33	\$39.72
4 Years	\$41.00	\$41.41
5 Years	\$42.70	\$43.13
6 Years	\$44.37	\$44.81
7 Years	\$46.06	\$46.52
8 Years	\$47.84	\$48.32
9 Years	\$50.61	\$51.12
25 Years	\$51.50	\$52.02

## Diabetic Educator

	<u>April 1, 2020</u>	<u>April 1, 2021</u>
Start	\$32.65	\$32.98
1 Year	\$33.61	\$33.95
2 Years	\$34.16	\$34.50
3 Years	\$36.23	\$36.60
4 Years	\$38.26	\$38.64
5 Years	\$40.33	\$40.73
6 Years	\$42.68	\$43.10
7 Years	\$44.61	\$45.05
8 Years	\$47.86	\$48.33
25 Years	\$48.73	\$49.21

## Clinical Instructor

	<u>April 1, 2020</u>	<u>April 1, 2021</u>
Start	\$48.69	\$49.18
1 Year	\$48.77	\$49.26
2 Years	\$48.87	\$49.36
3 Years	\$48.98	\$49.47
4 Years	\$51.11	\$51.63
8 Years	\$51.24	\$51.75
25 Years	\$52.14	\$52.66

Infection Control Practitioner  
 Discharge Care Coordinator  
 Clinical Trials RN

	<u>April 1, 2020</u>	<u>April 1, 2021</u>
Start	\$34.45	\$34.80
1 Year	\$35.57	\$35.93
2 Years	\$36.19	\$36.55
3 Years	\$38.46	\$38.85
4 Years	\$40.75	\$41.16
5 Years	\$42.99	\$43.42
6 Years	\$45.11	\$45.56
7 Years	\$48.05	\$48.53
8 Years	\$48.16	\$48.64
25 Years	\$48.99	\$49.48

## GEM Nurse

	<u>April 1, 2020</u>	<u>April 1, 2021</u>
Start	\$48.70	\$49.19
1 Year	\$48.95	\$49.44
2 Year	\$49.69	\$50.19
3 Year	\$50.68	\$51.18
4 Year	\$51.81	\$52.33
5 Year	\$52.73	\$53.26
6 Year	\$53.78	\$54.32
7 Year	\$54.87	\$55.42
8 Year	\$55.98	\$56.53
25 Year	\$57.10	\$57.67

## Advance Practice Nurse

	<u>April 1, 2020</u>	<u>April 1, 2021</u>
Start	\$50.21	\$50.72
1 Year	\$51.01	\$51.52
2 Year	\$52.33	\$52.85
3 Year	\$53.70	\$54.23
4 Year	\$55.15	\$55.71
5 Year	\$56.69	\$57.26
6 Year	\$58.24	\$58.83
7 Year	\$59.84	\$60.43
8 Year	\$61.48	\$62.09
25 Year	\$62.73	\$63.35

## Nurse Practitioner

	<u>April 1, 2020</u>	<u>April 1, 2021</u>
Start	\$52.85	\$53.39
1 Year	\$54.17	\$54.72
2 Year	\$55.53	\$56.08
3 Year	\$56.91	\$57.48
4 Year	\$58.35	\$58.94
5 Year	\$59.84	\$60.44
6 Year	\$61.37	\$61.99
7 Year	\$62.94	\$63.57
8 Year	\$64.61	\$65.26
25 Year	\$65.91	\$66.57

Note: These rates do not include percentage in lieu

The % differential will be maintained between the RN maximum and the top of the Clinical Instructor grid. The difference is 8.52%

**APPENDIX 4**  
**SUPERIOR CONDITIONS**

Church Site

SICK LEAVE PROVISIONS

From the previous Collective Agreement respecting Refund of Earned Sick Leave Credits.

15.07 An employee who leaves the employ of the Employer for any reason after five (5) years of continuous employment but less than ten (10) years of continuous employment shall be entitled to a refund of twenty-five percent (25%) accumulated sick leave credits up to a maximum of thirty-six (36) days.

An employee who leaves the employ of the Employer for any reason after ten (10) years of continuous employment, shall be entitled to a refund of fifty percent (50%) of accumulated sick leave credits, up to a maximum of forty-five (45) days.

Keele Site

Education Allowance - refer to Article 19.09

17.04 Educational Increments

Salary recognition for additional preparation, the skills of which are utilized directly in the classification and employment of the nurse will be provided as follows:

- (a) Approved course with respect to the specialty in which the nurse is employed.
  - up to \$15.00
- (b) University certificate or diploma in Nursing
  - up to \$40.00
- (c) Baccalaureate Degree in Nursing
  - up to \$80.00
- (d) Master's Degree in Nursing
  - up to \$120.00

Reference to 12.02 and 12.03

(ARTICLE 16 - SICK LEAVE PLAN - 1978-80 Collective Agreement)

Sick Leave Defined:

- 16.01 Sick leave means the period of time an employee is permitted to be absent from work because of illness for which compensation is not payable under the Worker's Compensation Act.
- 16.02 Sick leave shall be granted on the basis of one and one-half (1½) days for every completed month of service. Upon appointment to the permanent staff, Sick Leave credits will be made retroactive to the initial date of employment.
- 16.03 All unused sick leave may be accumulated to the credit of an employee up to a maximum of one hundred and thirty-eight (138) days.
- 16.04 An employee, in all cases of absence due to illness, may be required to produce a medical certificate signed by a duly qualified medical practitioner and satisfactory to the Employer. Such a medical certificate must be presented prior to a return of work in cases of absence of three (3) or more days.
- 16.05 In order to qualify for sick leave, an employee must notify her supervisor, as soon as possible, and, in the case of evening and night shift, at least three (3) hours prior to the beginning of the regular shift.
- 16.06 Sick leave will not be paid in cases where the absence is caused by an injury compensable under the provisions of the Workers' Compensation Act.
- 16.07 Sick leave records will be maintained and shall be available upon reasonable request to the Director of Nursing.
- 16.08 Employees returning to duty following a sick leave must so advise the Employer not less than twelve (12) hours in advance that they intend to return, in the case of day shift, and not less than four (4) hours in advance in the case of evening or night shift.
- 16.09 In the event that an employee fails to give such notice, then the Employer may defer the date of return for a period of twenty-four (24) hours. Such deferred time shall be without pay.
- 16.10 An employee who returns to full-time service from part-time service shall have reinstated any sick leave credits accumulated during previous full-time service, provided her employment with the Employer has remained unbroken since the time of full-time service.

Keele SiteEARNED LEAVE (Holidays)

Refer to Article 14.01 "note" and Article K from the 1978-80 Collective Agreement.

- 14.01 (a) The following holidays shall be observed and defined as designated holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	Employee's Birthday

- (b) Effective in 1980 and subsequent years the following holiday shall be observed and defined as a designated holiday:

2nd Monday in February (or Heritage Day when proclaimed).

- 14.02 To qualify for a holiday the employee must:

- i) Have earned wages on at least twelve (12) days during the four (4) weeks immediately preceding the holiday.
- ii) Work on her regular tour of duty immediately preceding and following the holiday, unless absent for a reason satisfactory to the Employer.

Note: Part-time employees are entitled if they earned wages on twelve (12) days, even if they are not twelve (12) 7.5 hour days.

For employees who work extended tours, the qualifier is 90 hours of earned wages during the four (4) weeks immediately preceding the holiday.

- 14.03 A part-time employee who is qualified shall receive holiday pay on those holidays listed in Article 14.01.

- 14.04 If a part-time employee works on a designated holiday, whether or not she qualifies for holiday pay, she shall be paid at time and one-half her regular straight time hourly rate for all hours worked on such holiday. Where she is required to work additional hours following her full tour on that day (but not including hours of a subsequent regularly scheduled tour for such employee whether or not she qualifies for holiday pay, she shall receive two times her regular straight time hourly rate for such additional hours worked.

- 14.06 A part-time employee who is required to standby on a designated holiday shall be paid standby pay in accordance with Article 12.05, call back pay as provided in Article 12.04 (e) in the event she is called back to work and, in addition, if she qualifies under the provisions of Article 14.02 (above), she shall receive holiday pay.



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

- A.1 The Employer recognizes the Association as the exclusive bargaining agent of all Registered and Temporary/Provisional Registered Nurses employed in a nursing capacity by the Employer, save and except Program Manager, and persons above the rank of Program Manager.
- A.2 “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 Hospital 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:
1. Maintain order, discipline and efficiency;
  2. Hire, direct, classify, transfer, retire, promote, demote, assign nurses to shifts, recall, assign nurses to areas, layoff, discharge, suspend and discipline nurses for just cause, provided that a claim that a nurse has been unjustly discharged, suspended or disciplined, may be the subject of a grievance and dealt with in accordance with the grievance procedure;
  3. Determine in the interest of efficient operation, the hours of work, work assignments, methods of doing the work and the working establishment of the service;
  4. Determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith.
  5. Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees and the regulations to be observed by the employees shall not be inconsistent with the provisions of this Agreement.
- B.2 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

## **ARTICLE C – REPRESENTATION**

### **C.1 Association Representatives**

The Association will elect and the Employer will recognize thirty (30) Association representatives. The Association will notify the Director, Employee and Labour Relations in writing in January and throughout the year as may be necessary of the names of the representatives.

### **C.2 Negotiating Committee**

The Association's Negotiating Committee shall be comprised of six (6) representatives with no more than two (2) representatives from any one patient care area per site. Should the staffing requirements of the patient care area prevent any of these representatives from attending, the Employer will discuss the reasons with the Association.

### **C.3 Grievance Committee**

The Association's Grievance Committee shall be comprised of four (4) representatives with no more than two (2) representatives from any one patient care area per site.

It is understood that no more than three (3) members will be present at any grievance meeting with no more than two (2) representatives from any one area per site. Should the staffing requirements of the patient care area prevent any of these representatives from attending, the Employer will discuss the reasons with the Association.

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

The Hospital Association Committee shall be composed of three (3) representatives from each party or such other number as may be agreed upon by the parties. Each party may have alternates to replace a member from time to time.

### **C.5 Fiscal Advisory Committee**

In keeping with the legislated requirement, there shall be a Fiscal Advisory Committee and the local Association shall elect one (1) representative from each site.

### **C.6 Association Interview**

The Association interview shall be scheduled for newly hired nurses during the orientation period.

The Bargaining Unit President or Designate will be provided with up to one (1) hour to orientate new nurses during the hospital nurses' orientation program. It is understood that this orientation will not be held during the nurses' meal period. The Employer will provide the Bargaining Unit President with the list of new hires, including names and unit location, electronically in advance of the interview.

C.7 Professional Development Committee

Pursuant to Article 9.01 and 9.02 of the Central Collective Agreement the committee shall be comprised of six (6) Association representatives and the number of the representatives may be adjusted by mutual agreement.

C.8 Human Rights Committee

Pursuant to Article 3.04 (h) the parties agree that the Hospital Human Rights Committee will be utilized to promote effective and meaningful ways of addressing discrimination and harassment. The Union will select the Union's representatives to this committee. The Hospital agrees that Union representatives will be paid for all hours spent during regular working hours attending Committee meetings.

C.9 Scheduling Committee

The Committee will be composed of four (4) Union and four (4) Employer Representatives or as otherwise mutually agreed.

Purpose shall include but not limited to:

- i) to act in an advisory capacity and assist in resolution of scheduling concerns;
- ii) to assist with unit schedules/Christmas time, if requested;
- iii) to review all new master schedules and confirm compliance with the Collective Agreement. Such schedules will be sent electronically to all committee members one week prior to the meeting for the purposes of reviewing the schedule and to have meaningful discussions during the meeting;
- iv) to review the possibility of part-time master schedules;
- v) all current unit master schedules will be reviewed by the scheduling committee and whenever the master is revised.

C.10 A joint Return to Work Committee (RWC) comprised of an equal number of Association and Hospital representatives will be established. One of the Association representatives will be recognized as co-chair. One of the Hospital representatives will be recognized as the other co-chair. The Committee will meet at least monthly. The Association co-chair, if she attends return to work meetings on her day off, will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings. Such hours are invisible for the purposes of determining premium.

## **ARTICLE D – SENIORITY LISTS**

- D.1 Seniority Lists shall be maintained in Staff Services and will be accessible electronically to all bargaining unit members. Such lists shall be updated by January 31 and July 31 of each year. The Local Union will be notified via e-mail, and provided with an electronic copy, whenever the seniority list is updated.
- D.2 The Employer agrees to provide an up to date seniority list whenever a long term layoff is planned.
- D.3 Seniority lists will contain the employee name, seniority date or hours, date of hire, site of employment and patient care area.

## **ARTICLE E – LEAVES OF ABSENCE**

- E.1 The cumulative total leave of absence for Association business shall be one hundred and fifty (150) days (including both full-time and part-time nurses) during the calendar year subject to the following conditions
- (a) The Association will notify the Hospital in writing, at least two (2) weeks in advance, where possible, of the requested leave. However, the Association will endeavour to give more than 2 weeks' notice where possible. The Hospital will provide an answer to the request within two (2) weeks of the request unless the request was made with less than two (2) weeks' notice.
  - (b) No more than two (2) nurses shall be absent from one area per site at the same time.
  - (c) The granting of leave shall be subject to the staffing requirements of the Hospital. The Hospital shall not be unreasonable in denying a request on this basis.

In addition to the leave provided in E.1 above and where the parties agree in writing to an arrangement for a Local Coordinator/President, the following terms shall apply:

- E.2
- (a) The Bargaining Unit President is to be on full leave of absence with the annual salary for such leave being maintained by the Hospital. The Bargaining Unit President will be scheduled to work Monday through Friday for the period of her/his term, except as provided under E.2 (d). On completion of her/his term of office, the Bargaining Unit President shall return to her/his previous position, which includes rotation on the nursing unit.
  - (b) The Bargaining Unit President is, however, to remain on the Hospital payroll, in order to maintain continuity of coverage with benefits and pension entitlements as are presently applicable. The Bargaining Unit President remains a member of ONA bargaining unit with all of the rights and responsibilities that are provided under the Collective Agreement. For clarity, seniority and service shall continue to accrue.

- (c) The Hospital will bill ONA Local 068 on a quarterly basis for the portion (50% of the annual salary) to be paid by the Local Association for the period of her or his term.
- (d) The Bargaining Unit President is to retain her/his nursing unit as a home base. The Bargaining Unit President may work on the Home unit for up to four (4) weeks per year as mutually agreed by the Bargaining Unit President and her/his manager. The reporting relationship shall be through the Employee and Labour Relations Department except when the Bargaining Unit President works on her/his home unit at which time the reporting relationship shall be through the home unit manager.
- (e) The above provisions are to exist for the period of her/his term of office. Notwithstanding the above, either party may terminate the agreement within sixty (60) calendar days' written notice at which time the Local/President shall return to her/his home unit.
- (f) The Employer will provide up to six (6) days per month total, with pay for the local Association Executive or their designate(s).

However, pursuant to Article E.2, in the event that there is a full-time Coordinator/President arrangement in place, the number of paid executive leave days will be reduced from six (6) to four (4).

### E.3 Pre-Paid Leave Plan

A total of twenty (20) employees may participate in the Pre-Paid Leave program referenced in Article 11.11, each year.

## **ARTICLE F – HOURS OF WORK**

- F.1 Schedules shall be posted three (3) weeks in advance covering a six (6) week period. Requests for specific days off are to be submitted in writing at least three (3) weeks in advance of posting.

Requests for changes to the posted schedules must be submitted in writing and co-signed by the employee willing to exchange days off or tours of duty. Such requests must be approved by the Manager or designate who will respond to the nurses' request within five (5) business days and shall not be unreasonably denied. It is understood that no premium pay shall result from an approved exchange of tours of duty.

### Applies to both regular 7.5 hour and extended 11.25 hour tours

- F.2 Where an employee chooses equivalent time off, as provided for in Article 14.09 such time off should be taken at a time mutually agreed between the employee and the immediate supervisor. The nurse will record her request for equivalent time off on a form recognized by the Employer and used consistently throughout the entire Hospital. Such form will identify the date and number of hours to be banked, and also identify when the nurse requests to have the banked hours paid out.

Copies of such completed forms will be saved for the calendar year by the Employer and a copy provided to the nurse. Such form will be provided to the nurses immediate supervisor, Manager or designate. The parties agree that the total number of hours which may be banked are fifty-six point two five (56.25) hours and will be demonstrated on each pay stub. Any lieu time will be paid out at the end of the fiscal year.

- F.3 An employee shall receive at least five (5) consecutive days off over Christmas, December 24, December 25, December 26 or New Years, December 31 and January 1 unless otherwise agreed to in writing between the employee and the immediate supervisor, except in cases where all holidays may be given as they fall.

Employees shall be scheduled to work over the Christmas and New Year's period based on the employee's preference. Where conflict arises employees will be scheduled to work on a rotational basis, based on seniority. The Employer reserves the right to schedule according to the needs of the Hospital. Where possible the opportunity to have both Christmas and New Years off shall be offered by seniority.

The manager will post the Christmas/New Year Holiday Planner by October 1st of each year. Requests for time off at Christmas/New Year's season shall be submitted, in writing, to the immediate supervisor by October 15 and the Christmas/New Year schedule shall be posted by November 15.

The normal scheduling conditions may be waived to accommodate the special scheduling arrangements between December 15 and January 10.

F.4 Regular 7.5 Hour Tours

- (a) The Employer shall not schedule an employee to work more than seven (7) consecutive days. An employee will be paid premium payment for the eight (8<sup>th</sup>) and subsequent consecutive days worked until a day off is scheduled.

The Employer shall schedule four (4) days off within each two (2) week period.

- (b) The regular 7.5 hour tour schedules shall provide for a minimum of twelve (12) hours off between completion of one (1) scheduled tour and the starting time of the next scheduled tour unless otherwise mutually agreed to between the nurse and the immediate supervisor.
- (c) At least forty-eight (48) hours off shall be scheduled following the completion of night tours when changing to day tours in accordance with the posted schedule unless otherwise mutually agreed between the employee and her immediate supervisor.
- (d) Split tours will not be scheduled.
- (e) For scheduling purposes, the Employer agrees that the first shift of the day for all sites, is the day shift.

- (f) In accordance with Article 14.10, shifts are defined as follows:

Day shift	0730 – 1530
Evening shift	1530 – 2330
Night Shift	2330 – 0730

Note: It is understood that the above does not preclude the existence of shifts with different start and end times.

- (g) Nurses working a regular 7.5 hour schedule shall be entitled to 30 minutes unpaid meal break and 30 minutes paid break on 7.5 hour shift.
- (h) A full-time employee will be scheduled off every other weekend. Should a full-time employee be required to work on a second consecutive and subsequent weekend they shall be paid premium pay in accordance with Article 14.03, save and except where:
- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) such weekend is worked as the result of an exchange of shifts with another employee.
- (i) A regular part-time employee will be scheduled two (2) weekends off in four (4). For the purpose of this Article, the weekends will be tracked following the first weekend of February 2010. Should a regular part-time employee be required to work on a third consecutive and subsequent weekend they shall be paid premium pay in accordance with Article 14.03, save and except where:
- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) such employee has requested only weekend work; or
  - iii) such weekend is worked as the result of an exchange of shifts with another employee.
- (j) When an employee has been absent on a scheduled weekend as a result of a leave of absence, vacation or illness, the employee will not be required to make up that weekend(s).
- (k) A weekend shall consist of fifty-six (56) hours starting no later than the end of the Friday evening shift and ending no sooner than the beginning of the Monday day shift.
- (l) The weekend premium provided for in Article 14.14 shall be paid for each hour worked between 2330 hours Friday and 2330 hours Sunday.

- (m) The Hospital will consider a request by an employee for permanent afternoon or night arrangements. It is understood that any such arrangement will annually require a minimum of four (4) weeks of day shifts.

In scheduling this period eight weeks' notice shall be provided to the employee with due consideration being given to the employee's preferred choice of timing.

Either the employee or the Employer may, with good reason, discontinue the permanent shift arrangement. The parties, with the Union Representative, will be notified of the reasons of the change nine (9) weeks in advance.

- (n) The Employer will schedule full-time employees working eight (8) hour tours to work either days and evenings or days and nights. The Employer shall schedule not less than fifty percent (50%) of work to be on the day shift. The employee may not work more than two (2) consecutive weeks of evenings or nights unless mutually agreed upon.

## F. 5

### Extended Tours

Introduction and discontinuation of extended tours.

- (a) Extended tours shall be introduced into any unit when:
- i) seventy-five (75%) percent of the affected nurses in the unit so indicate by secret ballot; and
  - ii) the Hospital agrees to implement the extended tours, such agreement shall not be withheld in an unreasonably, arbitrary manner.
  - iii) When less than seventy-five percent (75%) of the nursing staff in a particular nursing unit vote as outlined in Article F.5 in favour of extended tours by secret ballot, the Union may approach the Employer and ask them to consider the implementation of the combination of extended tour and regular tours in a particular nursing unit. The hospital reserves the right to deny such requests.
- (b) Extended tours may be discontinued in any unit when:
- i) Seventy-five (75%) percent of the nurses in the unit so indicate by secret ballot; or
  - ii) the Hospital states its intention to discontinue because of:
    - A) adverse effects on patient care,
    - B) inability to provide a workable staffing schedule,



- (c) When notice of discontinuation is given by either party in accordance with F.5 (b) (above), then:
  - i) the parties shall meet within two (2) weeks of the giving of notice to review the requests for discontinuation; and
  - ii) where it is determined that the extended tours will be discontinued based on the above criteria nurses shall be given sixty (60) days' notice before the schedules are so amended.
- (d) The Employer will schedule full-time employees working extended tours to work either days and evenings, days and nights, or days, evenings and nights. The Employer shall schedule not less than fifty percent (50%) of work to be on the day shift. The employee may not work more than two (2) consecutive weeks of evenings or nights unless mutually agreed upon.
- (e) When an employee has been absent on a scheduled weekend as a result of a leave of absence, vacation or illness, the employee will not be required to make up that weekend(s).
- (f) A weekend shall consist of fifty-six (56) hours starting no later than the end of the Friday evening shift and ending no sooner than the beginning of the Monday day shift.
- (g) The weekend premium provided for in Article 14.14 shall be paid for each hour worked between 2330 hours Friday and 2330 hours Sunday.
- (h) The Hospital will consider a request by an employee for permanent evening or night arrangements. It is understood that any such arrangement will annually require a minimum of four (4) weeks and up to six (6) weeks of day shift. If additional time is needed the parties will meet and discuss.

In scheduling this period eight weeks' notice shall be provided to the employee with due consideration being given to the employee's preferred choice of timing.

Either the employee or the Employer may, with good reason, discontinue the permanent shift arrangement. The parties, with the Union Representative, will be notified of the reasons of the change nine (9) weeks in advance.

#### F.6 Extended Twelve Hour Tour Scheduling

- a) Nurses working only an extended tour shall be entitled to forty-five (45) minutes of unpaid meal period and 45 minutes paid break on 11.25 hour shifts.
- b) Nurses working a combination 7.5 Hr. and 11.25 Hr. schedule shall be entitled to:
  - i) 45 minutes unpaid meal break and 45 minutes paid break on 11.25 hour shifts, or

- ii) 30 minutes unpaid meal break and 30 minutes paid break on 7.5 hour shifts.
  - iii) Nurses working combination schedules will not be scheduled to any combination of shifts that exceed 52.5 hours on consecutive days.
- c) Nurses working extended tours will not be scheduled to work more than four (4) consecutive tours (i.e., four (4) extended tours or a combination of extended tours and regular tours.) Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth and subsequent day until a day off is scheduled.
- d) At least forty-eight (48) hours off shall be scheduled following the completion of night tours unless otherwise mutually agreed between the employee and her immediate supervisor.
- e) Full-time nurses will be scheduled off every other weekend. Should a full-time nurse be required to work on a second consecutive and subsequent weekend they shall be paid premium pay in accordance with Article 14.03, save and except where:
  - i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) such weekend is worked as the result of an exchange of shifts with another employee.
- f) A regular part-time employee will be scheduled two (2) weekends off in four (4). For the purpose of this Article, the weekends will be tracked following the first weekend of the February 2010 interest arbitration decision. Should a regular part-time employee be required to work on a third consecutive and subsequent weekend they shall be paid premium pay in accordance with Article 14.03, save and except where:
  - i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) such employee has requested only weekend work; or
  - iii) such weekend is worked as the result of an exchange of shifts with another employee.

## F.7 Extended Ten-Hour Tour Scheduling

- (a) The terms and conditions of extended tours apply save and except:
- (b) For nurses working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37½) minutes unpaid meal time.
- (c) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37½) minutes.
- (d) Overtime at the rate of time and one-half (1-1/2) the employee's regular rate of pay shall be paid for all hours in excess of 9.375 paid hours in a 24-hour period, or 75 hours in a two-week period.
- (e) Full-time nurses will be scheduled off every other weekend. Should a full-time nurse be required to work on a second consecutive and subsequent weekend they shall be paid premium pay in accordance with Article 14.03, save and except where:
  - i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) such weekend is worked as the result of an exchange of shifts with another employee.
- (f) A regular part-time employee will be scheduled two (2) weekends off in four (4). For the purpose of this Article, the weekends will be tracked following the first weekend of the February 2010 interest arbitration decision. Should a regular part-time employee be required to work on a third consecutive and subsequent weekend they shall be paid premium pay in accordance with Article 14.03, save and except where:
  - i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) such employee has requested only weekend work; or
  - iii) such weekend is worked as the result of an exchange of shifts with another employee.

## F.8 4 On 5 Off Schedule

Introduction and discontinuation of 4on/5off Extended Tour schedules

- (a) A 4 on 5 off Schedule shall be introduced into any unit when:
  - i) seventy-five (75%) percent of the affected nurses in the unit so indicate by secret ballot; and

- ii) the Hospital agrees to implement the 4on/5off schedule, such agreement shall not be withheld in an unreasonably, arbitrary manner.
- iii) When less than seventy-five percent (75%) of the nursing staff in a particular nursing unit vote as outlined in Article F.8 in favour of a 4on/5off schedule by secret ballot, the Union may approach the Employer and ask them to consider the implementation of the combination of extended tour and 4on/5off extended tour in a particular nursing unit. The hospital reserves the right to deny such requests.

(b) A 4 On 5 Off Schedule may be discontinued in any unit when:

- i) seventy-five (75%) percent of the affected nurses in the unit so indicate by secret ballot; or
- ii) the Hospital states its intention to discontinue because of:
  - A) adverse effects on patient care,
  - B) inability to provide a workable staffing schedule.

(c) When notice of discontinuation is given by either party then:

- i) the parties shall meet within two (2) weeks of the giving of notice to review the requests for discontinuation; and
- ii) where it is determined that the 4on/5off extended tour schedule will be discontinued based on the above criteria, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

Subject to Article 13.03, where a 4 On 5 Off Schedule is implemented, the terms and conditions of Extended Tours in Article F are applicable save and except for the following:

- (d) Employees shall not be required to work more than four (4) extended tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth and subsequent day until a day off is scheduled.
- (e) Employees shall receive every fourth (4th) weekend off, which shall consist of six (6) consecutive extended tours, which shall commence no later than 1930 hours Friday. Upon completion of the 4<sup>th</sup> tour employees shall receive five (5) consecutive days off.
- (f) An employee will receive premium pay as defined in Article 14 for all hours worked on a fourth (4th) consecutive and subsequent consecutive weekend until a weekend is scheduled off, 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.
- (g) Article G.3 of the local agreement is waived.
- (h) Employees hired subsequent to the commencement of the 4 On 5 Off Schedule shall make their choice of participating in the 4 On 5 Off Schedule or in the Master Schedule.
- (i) All schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per year. In order to accommodate this, in every nine (9) week period, the employee must work an additional twenty-two point five (22.5) hours, thus the following must occur:
- i) Employees will be given the option of choosing to use banked lieu time, statutory holiday lieu days or to schedule extra shifts. If the employee opts to use statutory holiday lieu days, such days will be scheduled according to Article G.5 in order to meet the 1,950 hours per year; or
  - ii) The Hospital shall distribute statutory holiday lieu days and schedule extra shifts up to twenty-two point five (22.5) hours every nine weeks in the schedule in order to meet the 1,950 hours per year.

#### F.9 Tours of less than 7.5 hours Regular Part-Time Only

Where a part-time employee(s) is scheduled to work less than a normal tour (7.5 hours), Article F in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
- (b) Employees working shifts comprised of less than 7.5 hours shall be granted a paid rest period.
- (c) No part-time employee will be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the employee.
- (d) Employees working tours comprised of less than 7.5 hours, shall not be scheduled to work more than five (5) consecutive tours.

## F.10 Unit Weekend Schedule

Pursuant to Article 13.04 of the Collective Agreement between the Ontario Nurses' Association and the Participating Hospitals, the parties agree that weekend schedule will be implemented as follows:

1. When an individual employee requests to her manager, in writing with a copy to the Local Association and the Employee and Labour Relations Department, to work a weekend schedule, the Hospital shall agree to such request if the needs of the unit can be met by such a schedule and the granting of such a schedule does not have an adverse effect on any full-time or regular part-time nurse's schedule on that unit. In the event that the granting of schedule does have an adverse effect on any full-time or regular part-time nurse's schedule, the matter shall be put to a vote as described in #3 below.
2. In the event that management identifies a new or vacant position(s) on a unit that could accommodate a unit weekend schedule and nurses on the unit, through the vote arrangement described in #3 below, indicate their support for a unit weekend schedule, then the schedule will be introduced on the unit as follows:
  - (a) Opportunity to transfer to a weekend schedule rotation will be offered to all nurses on the unit. The weekend worker schedule will be granted to the senior nurses who so request.
  - (b) The resulting vacancy will be posted in accordance with Article 10.07 of the Central Collective Agreement. This position could be posted as a weekend worker position, after a successful vote on the unit.
3. Where a vote is required, eighty (80) percent of the nurses in the unit must indicate by secret ballot that they are in favour of a weekend worker schedule.
4. The schedule shall average 30 hours worked per week and such schedule must include two 11.25 hour shifts on the weekend and one 7.5 hour shift on a day to be mutually determined by the nurse and the manager. For units that work exclusively eleven and one quarter (11.25) hour extended tours, the nurses schedule would average one hundred and eighty (180) hours per six (6) week period. The nurse will rotate between days and nights, unless another arrangement is agreeable between the nurse and the unit manager.
5. For the purpose of covering the weekend worker's vacation or incidental absences, shifts may need to be scheduled to the regular part-time or casual nurses on the unit, according to regular staffing practices and the Collective Agreement.
6. For the purpose of vacation scheduling the nurses will be included in the unit vacation roster.

7. If a weekend worker transfers to regular full-time position (that is not a weekend worker position), any vacation/holiday bank shall remain intact to be used for scheduled vacation or lieu time. If a weekend worker transfers to a part-time position or terminates employment all vacation/holiday credits will be paid out.
8. An employee or her manager may discontinue the weekend worker schedule on a particular unit with sixty (60) days' written notice to the other.
9. Should there be any issues arising out of the implementation of this agreement, either party can request a meeting with the other party with sixty (60) days' notice to discuss such issues. Should either party to this agreement decide to discontinue weekend worker scheduling at HRH the terms of discontinuance will be negotiated, subject to #8 of this agreement.
10. It is expected that from time to time the weekend worker may need to be scheduled on weekdays to attend necessary in-service programs.

F.11 (a) Regular Part-time Commitment

Regular part-time employees as identified in Article 2.05 must be available for work on the following basis unless covered by F.5:

- i) To be available to work if required fifty-two (52) weeks per year minus their individual vacation entitlement;
- ii) To regularly rotate on at least two (2) shifts and work extended tours as required;
- iii) To work four (4) 11.25 hour tours or six (6) 7.5 hour tours or combination thereof not to exceed 45 hours in a pay period.
- iv) To be available to work Christmas or New Years as per F.1;
- v) To be available as required to work fifty (50) percent of the remaining paid holidays except when the department does not work paid holidays;
- vi) To be available as required to work fifty (50) percent of the weekends except when the department does not work weekends.
- vii) Requests for specific days off will not be unreasonably denied, however, the scheduling commitment must meet the operational requirements of the unit.

(b) Casual Part-time Availability

- i) Casual employees will declare on a bi-weekly basis their availability for work on specified days for the next two (2) week period.
- ii) A casual part-time employee who declares themselves available for work shall notify the Hospital as soon as a change in circumstances becomes known.
- iii) Casual staff will be offered shifts equitably by seniority.
- iv) It is understood that the casual part-time employee is responsible for booked shifts as is any other classification.

F.12 Part-time Scheduling(a) Pre-Posting Scheduling Provisions

- i) All available pre-scheduled shifts shall be distributed by seniority up to their commitment among regular part-time employees in each unit over a posted schedule.
- ii) When all regular part-time employees have reached their commitment, additional tours will be offered to regular part-time employees equitably by seniority.

(b) Scheduling Provisions Governing Posted Schedules

- i) Once the schedule has been posted any regular part-time nurse who has not been scheduled up to their commitment will be called for all shifts until they have been scheduled up to their commitment.
- ii) Once all regular part-time nurses have been scheduled up to their commitment, the Hospital will offer additional work to part-time nurses equitably by seniority.
- iii) Once the schedule has been posted, and the commitment for regular-part time employees on the unit has been met, the employer will offer additional tours to regular part-time employee, equitably by seniority, prior to offering tours to that unit's casual employees, subject to the following:
  - A. Employees who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Employer;
  - B. A tour will be deemed to be offered whenever a call is placed.



- iv) When a regular part-time employee accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Employer are made.
- v) If additional tours remain they will be offered to qualified regular part-time and casual employees from other units who submit their availability to work additional tours to more than one unit. All such tours will be offered equitably by seniority.
- vi) It is understood that the Employer will not be required to offer tours which would result in overtime premium pay.

#### F.13 Overtime Scheduling

##### a) Pre-booked overtime

If overtime is to be scheduled in advance of the date on which it is to take place, employees will be offered overtime in accordance with F.12 (b) iii) A and F.12 (b) iii) B above.

##### b) Unscheduled overtime

If overtime is required for the next shift, employees will be offered overtime in accordance with F.12 (b) iii) A and F.12 (b) iii) B above to the extent practicable. Based on the immediacy of the need, the Department may offer the overtime shift to staff currently working on the Unit.

- c) All staff who wish to be available for overtime for a posted schedule will indicate as such at the time the schedule is posted. Staff who do not indicate that they wish to be available for a particular shift need not be offered overtime for that shift.
- d) Overtime shall be distributed on a rotating basis among all the bargaining unit members beginning with the most senior member as indicated by the seniority list produced semi-annually. However, an overtime shift need not be offered to an employee if working such overtime will trigger premium pay on other shifts beside the specific shift worked.

#### F.14 Standby

1. Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby.
2. Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments.
3. A full-time employee 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 Employer.
4. Employees scheduled for standby shall be provided with beepers.

5. Standby will not be scheduled on a night before a scheduled day shift unless otherwise agreed to by the employee.
6. When called in from standby a nurse shall not be required to work more than sixteen (16) hours at any time including scheduled time worked.
7. When the employees develop workable standby schedules, they will be implemented – subject to the Employer’s approval.
8. (a) A nurse who is called into work after completing a regular scheduled shift, and
  - (i) works a minimum of four (4) hours and/or
  - (ii) works to 3:30 a.m. or beyond , and
  - (iii) is scheduled for the next shift, will be permitted leave with pay for that part of her/his next scheduled shift, allow a minimum of twelve (12) hours between the end of the overtime assignment and the commencement of work on the regularly scheduled shift.

9. Telephone Consultations – Home Hemodialysis Unit

A nurse who is required to remain available for duty on standby outside his/her regularly scheduled working hours shall receive standby pay in accordance with Article 14.07. When the response from such nurse on standby for telephone calls from patients, or the Hospital does not necessitate travel, the nurse shall be paid one and one-half (1.5) times his/her regular hourly rate of pay for a minimum of thirty (30) minutes or for the duration of the call (whichever is more advantageous).

The nurse shall keep a log of all calls and submit it to his/her Nurse Manager or designate.

The nurse cannot receive pay for other calls received during the same thirty-minute interval. However, if the nurse must travel, she/he shall be paid in accordance with the standby/call back clause. The nurse cannot receive pay for other calls received while travelling.

F.15 Reassignment Language

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 up to and including a single shift. Reassignment will be done in a fair and equitable manner. This reassignment will be from the employee’s home unit to any other unit as required by the Hospital. The Hospital and the Union agree to implement the following principles if such reassignment occurs:

- (a) It is agreed that all reassignments will be made to units where the reassigned employee possess the skills necessary to provide patient care.

- (b) An experienced employee, the Resource Nurse/person or the in-Charge nurse from the unit which the nurse will be reassigned to will orient the reassigned employee to the general functioning of the unit and will act as a resource to the reassigned employee.
- (c) The reassigned employee will identify, to the experience employee mentioned above in (b), her skills, abilities and limitations in relation to duties required on the receiving unit. The above will be taken into consideration when the nurse's assignment is made.
- (d) Reassignment will occur bearing in mind the following principles provided patient care requirements are the first priority:
  - i) The Hospital will not reassign probationary employees
  - ii) The Hospital will first reassign employees who volunteer
  - iii) The Hospital will cancel or reassign agency employees before reassigning staff employees
  - iv) The Hospital will reassign employees who have the skills and abilities in the following sequence, on the basis of reverse seniority:
    - a) casual nurses first, then followed by regular part-time nurses, then followed by regular full-time nurses.
    - b) the above process will be followed for each new/additional shift where reassignment is required.
    - c) a written record will be kept on each unit, easily accessible to all staff, of the nurses who are reassigned, the unit, date and shift when they were reassigned
- (e) It is understood that if there is a sick call on the nurse's home unit after she has been reassigned that she will be transferred back to her home unit, if no other home unit nurse is available.

F.16 Where the nurse is required to work by the Hospital, premium pay will be paid.

F.17 Master Schedules

Introduction, continuation, or discontinuation of the master schedule will be determined on a unit by unit basis as follows:

- (a) Where a master schedule is not currently in effect on a nursing unit, one shall be initiated where seventy-five percent (75%) or more of the full-time and regular part-time nurses voting in the unit so indicate by secret ballot, conducted by the parties.
- (b) Where a new or revised master schedule is proposed, the following process shall be used to seek the input and approval of the employees:

- i) For a four (4) week period the Manager shall solicit feedback from the employees by posting the proposed master rotation and a feedback sheet for input and comments to be given by all full-time and regular part-time employees on the unit.
  - ii) The feedback sheet shall be created and provided by the parties.
  - iii) Employee's participation in this process shall be encouraged.
  - iv) All feedback, the existing schedule, and the proposed schedule shall be provided to the Bargaining Unit President and the Scheduling Committee for review as per article C. 9, when the final schedule is reviewed.
  - v) Following the four (4) week period above, and the review of the Scheduling Committee, a vote with secret ballot will be conducted by the parties as per (a) above. Implementation of the new schedule shall take place no sooner than four (4) weeks from the date of the successful vote.
- (c) Individual lines on the master rotation shall not be changed without first informing the employee affected and her or his immediate supervisor. Where an employee has complained to her or his Manager about a schedule and the Union requests a copy of the applicable schedule, the Manager shall provide a copy to the Bargaining Unit President and Scheduling Committee for review.
- (d) Where a master rotation schedule is changed due to a permanent long term layoff, or the addition of new full-time positions, the employees on the affected unit will be provided 9 weeks' notice that their master rotation may be amended.

Where a master rotation schedule is changed pursuant to the above, individual scheduled rotations will be awarded on the basis of seniority.

- (e) The Manager will consider changes to and/or the introduction of a Master Schedule submitted by staff providing it meets the department's operational needs and is accepted by seventy-five percent (75%) of the staff on the unit.

The Association recognizes that it is a Management Right to change the Master Schedule. The Employer will endeavour to provide a minimum of six (6) weeks' notice of any change in the Master Schedule.

F.18 Transfer between sites

The Hospital agrees with respect to future permanent moves from site to site that they will provide the Association with as much notice as reasonable under the circumstances.

Nurses working at another site shall be oriented to any relevant differences between locations.

A nurse will only be sent to the another site to do one (1) shift relief if there is no replacement nurse available to do the work at the other site without the payment of premium pay.

**ARTICLE G – PAID HOLIDAYS**

G.1 Effective the date of signing of this Agreement, the Employer agrees to recognize the following paid holidays:

New Years Day	Civic Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Remembrance Day

The Hospital will comply with the Federal Holidays Act as it relates to July 1st.

G.2 A nurse will be paid premium pay for any/all the hours worked which fall on the holiday.

- G.3
- (a) When a full-time employee is scheduled off on a weekend preceded or followed by a paid holiday, the Employer shall, unless otherwise requested, schedule her/him off the Friday or Monday paid holiday in conjunction with the weekend.
  - (b) When a full-time employee is scheduled to work on a weekend followed or preceded by a paid holiday, the Employer shall, unless otherwise requested, schedule her/him to work the paid holiday.
  - (c) When a regular part-time employee is scheduled to work on a weekend followed or preceded by a paid holiday, the Employer will endeavour to schedule her to work the paid holiday
  - (d) When a regular part-time employee is scheduled to be off on the weekend followed or preceded by a paid holiday, the Employer will endeavour to schedule her off on the paid holiday.
  - (e) Any requests by a full-time or regular part-time nurse for time off on a paid holiday that falls in conjunction with a weekend off, will not be unreasonably denied.

- (f) The provisions of Article G.3 (a) and G.3 (b) will not apply to the “4 On 5 Off Schedule” as defined in Article F.8 unless mutually agreed by the Nurse and her/his Manager.

G.4 When a paid holiday occurs within the employee’s vacation period, a lieu day will be scheduled off at a time as mutually agreed between the employee and the Employer. (Full-time only).

G.5 Where an employee is entitled to a lieu day under Articles 15.04 or 15.05 of the Central Agreement, such lieu day must be taken within forty-five (45) days before or forty-five (45) days after the holiday, with mutual agreement between the nurse and her/his immediate supervisor. With the mutual agreement of the nurse and her/his immediate supervisor, the forty-five (45) day period can be extended to ninety (90) days.

G.6 Where a Full-time nurse has been unable to take her/his lieu day(s) during the calendar year as per the central collective agreement, the nurse will be allowed to carry over three (3) such lieu days in to the following calendar year.

If the nurse has more than three (3) lieu days which have not been used during the current calendar year, then the remaining lieu days will be paid out to the nurse on or before January 31<sup>st</sup> of the next year.

## **ARTICLE H – VACATIONS**

- H.1 (a) For purposes of vacation scheduling and entitlement, the year is June 1 to May 31.
- (b) The vacation planner will be posted on each unit by January 1<sup>st</sup> of each year. It shall be readily available to all staff at all times.
- (c) All vacation requests will be arranged and granted by the immediate Supervisor or designate.
- (d) Full-time and part-time vacation quotas will be separated except in units of 13 FTE’s or fewer where the quotas will be combined.
- H.2 (a) Written requests for vacation between June 15 and September 15 shall be made by March 31<sup>st</sup> and initial vacation approvals posted by April 15<sup>th</sup> as described below. Vacation will be granted on the basis of seniority as follows:
- i) The Hospital will grant a maximum of 2 weeks of vacation between June 15 and September 15. Each unit will post the initial approved vacation schedule by April 15.
- ii) There will be a second round of vacation requests made for any available weeks that are unclaimed on the April 15<sup>th</sup> schedule. Requests for such unclaimed weeks must be made by May 7.

- iii) In each unit, one nurse (based on seniority) will be granted up to 4 weeks vacation between June 15 and September 15. This approval will be granted on the vacation schedule posted by April 15. A nurse may only request this entitlement once every 3 years.
    - iv) Vacation requests made by March 31st for any other time will also be included on the schedule posted by April 23rd of each year. Such requests will be approved on a seniority basis.
  - (b) Written requests made at any other time of the year to take vacation will be on a first come first serve basis. The Nurse Manager or designate will respond to the request in writing within two weeks.
- H.3 Prior to leaving on vacation, employees shall be notified of the date and tour on which they are to report for work following vacation if such information is not available on the posted schedule.
- H.4 An employee will be permitted to carry over ten (10) unused vacation days from one year to the next. Carryover of more days will be considered on request, on an individual basis.
- H.5
- (a) Part-time employees will receive their vacation pay on a bi-weekly basis. The pay stub will be itemized to include the number of hours worked, the rate of pay for those hours and the amount of vacation pay that the nurse is being paid.
  - (b) Pursuant to article 16.06, part-time nurses who work greater than 1100 hours will receive a final vacation payout for their gross earnings (“ONA Over Max”) no later than the second full pay period of June each year.
  - (c) Part-time nurses may take overtime as lieu time.

## **ARTICLE I – SICK LEAVE**

- I.01 An employee who is unable to work due to sickness must notify her supervisor as soon as possible; in the case of the day shift she shall endeavour to do so at least two (2) hours prior to the beginning of the regular shift and in the case of the evening and night shifts at least four (4) hours prior to the beginning of the regular shift.
- I.02 An employee shall advise the Employer of the approximate length of time required for time off work due to illness and/or disability, and will also notify the Employer of her expected date of return to duty. Any change in the expected dates of return will similarly be notified.

## **ARTICLE J – MODIFIED WORK**

- J.1
- (a) The Employer will notify the Bargaining Unit President of the names of all employees who go off work due to a work related injury and when an employee goes on L.T.D.
  - (b) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Employer will notify and meet at a mutually agreeable time with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work. The attendance of the staff representative and the Local Executive shall be with the agreement of the employee. If the Ontario Nurses' Association staff representative is not available to meet, the employee's return to work shall not be delayed. In this circumstance, the Employer and the Association will meet at a mutually agreeable time as soon as possible after the return to work.
  - (c) The Employer agrees to provide the employee with a copy of the WSIB Form 7 at the same time as it is sent to the Board.

### J.2 Early and Safe Return to Work

The Hospital and the Association are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful, safe for them and valuable to the Hospital, and to meeting the parties' responsibilities under the law.

To that end, the Hospital and the Association agree to cooperate in facilitating the return to work of disabled employees. The Hospital and the Association agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

The Hospital and the Association agree that all participants will use electronic communication and other communication processes where possible to expedite communication.

- (a) A joint Return to Work Committee (RWC) comprised of an equal number of Association and Hospital representatives will be established. One of the Association representatives will be recognized as co-chair. One of the Hospital representatives will be recognized as the other co-chair. The Committee will meet at least monthly. The Association co-chair, if she attends return to work meetings on her day off, will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings. Such hours are invisible for the purposes of determining premium.

The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation. The Joint Health and Safety Committee will review the safety of accommodations during their regular inspections of the workplace.



- (b) The Hospital will provide an updated list of information electronically to the (RWC) before each monthly meeting including the following:
  - (i) Nurses absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits
  - (ii) Nurses absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked and first sick day
  - (iii) Nurses who have been absent from work because of disability for more than 23 months
  - (iv) Nurses who are currently on a temporary modified work program
  - (v) Nurses who are currently permanently accommodated in the workplace
  - (vi) Nurses who require temporary modified work
  - (vii) Nurses who require permanent accommodation in the workplace.
- (c) A disabled nurse who has obtained medical clearance from her treating physician to return to work will provide the Occupational Health Department with this verification of her ability to return to work including information regarding any restrictions. The nurse will advise her manager that she wishes to return to work. The Occupational Health Department will advise the manager when she is cleared to return to work.
- (d) It is understood that the Occupational Health physician is not the treating physician for the disabled nurse.
- (e) When a returning nurse is in need of modified work or a permanent accommodation the Hospital will notify the RWC co-chairs and will provide to them the information obtained under (c) above.
- (f) As soon as it is practicable, the co-chairs or their designates will meet with the affected nurse and the manager and Occupational Health to create and recommend a return to work plan.
- (g) In creating a return to work plan, the co-chairs or their designates and the manager and Occupational Health will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to her:
  - i) original position
  - ii) original unit
  - iii) original unit/position with modifications to the work area and/or equipment and/or the work arrangement.

- iv) alternate positions outside the original unit.
- (h) In creating a return to work plan, the co-chairs or their designates and the manager and Occupational Health will consider the nurse's abilities and accommodation needs, and if she/he is unable to return to work in accordance with Article (g) above, they will identify any positions in the Hospital in which the nurse may be accommodated.
- (i) A nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such a nurse will remain on the list of nurses requiring permanent accommodation provided under Article (b) (vii) above. Once a nurse has been offered appropriate permanent accommodation she will be removed from the list of nurses requiring permanent accommodation. The Hospital will advise the Association of offers of permanent accommodation.
- (j) The parties recognize that more than one nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with Articles (f) and (g) and (h) above, they must first consider the skills, ability and experience of the nurses. They may then balance additional factors including but not restricted to:
  - (i) ability to acquire skills
  - (ii) seniority
  - (iii) path of least disruption in the workplace
- (k) When more than one nurse is deemed by the committee to be suitable for a particular position or arrangement, and the factors set out in Article (i) are relatively equal, seniority shall govern.
- (l) The committee will monitor the status of accommodated nurses and the status of nurses awaiting accommodation.
- (m) The committee will develop and recommend strategies for:
  - (i) Safely integrating accommodated workers back into the workplace
  - (ii) educating nurses about the legal, personal, organizational aspects of returning disabled workers to work
- (n) Alternative Placements
  - (i) Before posting, the Manager, Occupational Health or designate and, Employee and Labour Relations will examine all potential vacancies to determine if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to her home unit in accordance with Article (f).

- (ii) If a vacancy is identified as suitable for accommodation purposes, the Manager, Occupational Health and Employee and Labour Relations may recommend holding the posting in consultation with the co-chairs to determine
  - 1. whether the unit, after considering all factors including the number of accommodated nurses in the unit, the operational needs of the unit, safety of nurses working in the unit, alternative resources, can reasonably accommodate a nurse
  - 2. whether the posting of the position under the Collective Agreement between the parties may be waived
  - 3. whether a position outside the bargaining unit may be an appropriate position for accommodating a nurse
- (iii) When the parties agree to a permanent accommodation whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.
- (iv) In the event the accommodation placement is unsuccessful, the parties will meet to determine next steps.
- (v) The parties may agree to a written agreement for temporary accommodations of extended duration.
- (vi) The home position of a nurse requiring permanent accommodation may be posted under the following circumstances:
  - 1. the nurse is permanently accommodated in another position or arrangement
  - 2. the weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future
  - 3. the Employer may elect to fill the disabled nurse's home position by posting a temporary to permanent vacancy
- (vii) In so electing, the position will be filled in accordance with the job posting provisions of the collective agreement
- (viii) If and when it is confirmed that the disabled nurse cannot return to her original position, the position may be offered to the incumbent on a permanent basis
- (ix) When a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.

- (x) Filling of a disabled nurse's home position does not remove the Hospital's duty to accommodate that nurse.

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

- K.1
- (a) Violence shall be defined as any incident, in which a nurse is abused, threatened or assaulted during the course of her/his employment. It includes the application of force, threats with or without weapons and verbal abuse. The Hospital agrees that such incidents will not be condoned. Any nurse who believes she/he has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
  - (b) The Hospital agrees to develop formulized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and management of violent situations and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.
  - (c) The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
  - (d) The Hospital agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
  - (e) The Hospital, with the nurse's consent, will inform the Union within three (3) days of any nurse who has been subjected to violence while performing her/his work. Such information shall be submitted in writing to the Union as soon as possible.
  - (f) 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 result of being assaulted while performing her or his work.

K.2 **Needle Stick and Sharp Injuries**

The Hospital, in conjunction with the Joint Health and Safety Committee, shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program should include and address employee training and education with respect to needle stick and sharp injury prevention, and provide for the maintenance of a needle stick/ sharp injuries log to detail incidents. The program shall be evaluated annually by the Hospital in consultation with the Joint Health and Safety Committee.

## **ARTICLE L – JOB SHARING**

It is agreed that a full-time job may be shared by two employees on the following basis:

L.1 Job Sharing requests with regard to full-time positions shall be considered on an individual basis.

L.2 Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions must be posted and selection based on the criteria set out in the Collective Agreement.

An incumbent full-time employee wishing to share her position may do so without having her half of the position posted. However, the other half of the job shared position must be posted and the selection based on the criteria set out in the Collective Agreement.

L.3 If one of the job sharers leaves the arrangement her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing in the full-time or another part-time position. If she does not continue full-time, the position must be posted according to the Collective Agreement.

L.4 All job sharers shall be treated as regular part-time employees and be subject to the provisions of the Collective Agreement except for scheduling which will be in accordance with the full-time scheduling provisions of the Collective Agreement.

L.5 (i) Total hours worked by the two job sharers shall be equal to one full-time position. The division of these hours over the schedule shall be determined by mutual agreement between the two employees and the immediate supervisor.

(ii) Job sharers shall not be required to work any tours outside the tours of the full-time position.

(iii) It is expected that both job sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences. Job sharers shall be offered additional unscheduled tours only if they have made their availability known as per Article F.12. It is understood that they may only make themselves available on tours which would not result in premium payment.

(iv) Pregnancy Leave and other Leaves pursuant to Article 11 of the Central Agreement:

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be discussed with the Unit Manager, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

- L.6 Each job sharer may exchange shifts with her partner, as well as with other employees in accordance with the Collective Agreement.
- L.7 The job sharers involved will have the right to determine between themselves which partner will work on scheduled paid holidays subject to the conditions of the Collective Agreement. In the case of an unresolved dispute, the Unit Manager's decision will be final and binding.
- L.8 Either the Employer or the Association shall have the option of cancelling this agreement after providing the other party with sixty (60) days written notice.

### **ARTICLE M – MISCELLANEOUS**

- M.1 (a) The Employer will install/maintain bulletin boards at all hospital locations/sites.
- (b) The Employer will supply scrubs in those areas where the Employer requires employees to wear such clothing.
- Any/all nurses will have access to a substitute uniform which will be made readily available to employees in case of accident (i.e., blood stains, emesis, etc.). A "scrub card" will be made available on a designated unit at each site, and staff will be able to sign in and out for such scrubs.
- (c) Where employees are taking continuing education courses applicable to work, the Employer, in conjunction with the employee, will make reasonable effort to modify the employee's work schedule to accommodate the courses.
- (d) The Employer will maintain a direct deposit banking payroll system. On each pay day, each employee will be provided with an electronic itemized statement of her wages, hours, deductions and amount of existing banked lieu time in hours. Pay day is bi-weekly.
- (e) Any regular earnings omitted on a pay cheque in excess of four (4) hour's straight time pay, which is not caused by the employee's error, shall be paid to the employee within three (3) working days from the time of notification.
- (f) The Employer will provide security escorts to the parking lots at the request of employees working evening or night shifts.
- (g) Parking permits are valid at all sites.

The process for calculating monthly parking rates will be the biweekly parking rate multiplied by twenty-six (26) then divided by twelve (12). The resulting monthly parking rate will not exceed the highest current employee rate.

Payment for parking will be done by way of biweekly pay roll deduction.

- (h) Copies of job postings will be distributed to the local Association once per week.
- (i) The Hospital will provide internet/wifi access to the local executive members and the ONA Servicing Labour Relations Officer while on site at the Hospital.

**ARTICLE N – JOB POSTING**

N.1 Full-time nurses may be considered for temporary positions.

N.2 Notification to Unsuccessful Job Applicants.

- i) The parties agree that any unsuccessful candidate, who had been interviewed for an ONA job posting, will be notified, in writing, within two (2) weeks of the decision being made and prior to the posting of the name of the successful candidate.
- ii) The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.

**ARTICLE O – RETIREE BENEFITS**

O.1 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 certified cheque, Mastercard, or Visa payment provided every six months.

Should there be any change in premiums, the Employer will notify the Association and the retirees of the new premium.

Signed at Toronto, Ontario, this 23 day of June, 2020.

FOR THE EMPLOYER

FOR THE ASSOCIATION

Adrian Di Lullo

Sheri Street, LRO ONA

Daniel Linares

Carla Pinelli, BUP

Jodelle Vassell

Nancy Popp

Jennifer Yoon

Dolores Gauthier

Cecile Markville-Williams

Angie LeBlanc

Derek Hutchinson

Cathy Curtis



LETTER OF UNDERSTANDING

Between

ONTARIO NURSES' ASSOCIATION

And

HUMBER RIVER HOSPITAL

Re: Resource Nurse/Resource Person

The parties agree that the role of Resource Nurse/Resource Person is a valuable role, which reflects the commitment of the parties to leadership and professional development.

- (1) The term of a Resource Nurse will be for eighteen (18) months. If the incumbent cannot fulfil the term, goes on leave or resigns, she shall provide written notice to the Nurse Manager as soon as possible and an expression of interest will be posted in the Unit.
- (2) The expression of interest will be posted on each unit two months prior to the end date of the incumbent's term as Resource Nurse, or immediately as in (1) above.  
  
If the most senior RN on the unit has already been a Resource Nurse on this unit, and there are other applicants, then the next senior RN will be selected.
- (3) The maximum term a nurse may serve in this role will be for two years. After that time if there is no interest when the expression is posted, the Employer will assign the roll to another nurse on the unit by seniority.
- (4) The Hospital reserves the right to extend the term of an incumbent Resource Nurse/Resource Person, if a new incumbent is not available or in order to ensure stability on the unit, for an additional six (6) months. Only one additional six month period will be allowed, then an expression of interest shall be posted again.
- (5) In the event that there are no applicants when the role is posted, the manager reserves the right to appoint from among the staff of the unit based on seniority, skill and ability.
- (6) Orientation to the role shall be provided.
- (7) The Bargaining Unit President will be notified by email of the appointment or extension of a Resource Nurse/Resource Person.

Signed at Toronto, Ontario, this 23 day of June, 2020.

FOR THE EMPLOYER

FOR THE ASSOCIATION

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LETTER OF UNDERSTANDING

Between

HUMBER RIVER HOSPITAL  
(hereinafter referred to as the "Employer")

And

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

Re: Electronic Grievance Form

1. The parties agree to use the electronic version of the ONA Grievance Form found as Appendix 1 of the Hospital Central Collective Agreement.
2. The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
3. Electronic grievances may be sent, via e-mail, to the applicable Nurse Manager, Program Director or designate and copied to the Labour Relations or designate.
4. The electronic signature of the Bargaining Unit President, Grievance Chair or Labour Relations Officer will be accepted as the original signature.
5. The Union undertakes to get a copy of the electronic version signed by the grievor and provide this copy to the Employer.
6. The parties agree not to use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

Signed at Toronto, Ontario, this 23 day of June, 2020.

FOR THE EMPLOYER

FOR THE ASSOCIATION

Adrian Di Lullo

Sheri Street, LRO ONA

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LETTER OF UNDERSTANDING

Between:

HUMBER RIVER HOSPITAL  
(the "Employer")

And:

ONTARIO NURSES' ASSOCIATION  
(the "Union")

Re: Availability for Work and Overtime/Premium Pay

The parties agree that employees who wish to be available for overtime for a posted schedule are required by Article F.12(c) (iii) to indicate their availability at the time the schedule is posted.

The parties further agree that if employees indicate such availability, they are not waiving their right to overtime or premium pay that would otherwise exist in the Collective Agreement.

Signed at Toronto, Ontario, this 23 day of June, 2020.

FOR THE EMPLOYER

FOR THE ASSOCIATION

Adrian Di Lullo

Sheri Street, LRO ONA

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LETTER OF UNDERSTANDING

Between:

HUMBER RIVER HOSPITAL  
(the "Employer")

And:

ONTARIO NURSES' ASSOCIATION  
(the "Union")

Re: Electronic Professional Responsibility Workload Report Form

- 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.
- The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
- Electronic PRWRFs may be sent, via email, to the applicable manager or 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 employee(s).
- 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.
- The parties agree to implement the electronic form on a trial basis during the term of the current collective agreement.

Signed at Toronto, Ontario, this 23 day of June, 2020.

FOR THE EMPLOYER

FOR THE ASSOCIATION

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Sheri Street, LRO ONA

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## LETTER OF UNDERSTANDING

Between:

HUMBER RIVER HOSPITAL  
(the "Employer")

And:

ONTARIO NURSES' ASSOCIATION  
(the "Union")

Re: Scrub Card Use & Process

During a nurses' working shift, it may be necessary for a nurse to require a change of uniform in the event the nurses' uniform becomes soiled. The following process will be followed to obtain a clean scrub using the Scrub Card:

- Advise the Nurse Manager (NM) that the nurse requires a replacement scrub;
- If the NM is not available then report to the Team Leader (TL), Resource Nurse (RP) or Manager of Patient Flow (MPF);
- Go to the NM's office to obtain the Scrub Binder. If the NM's office is locked, call Security to open the office along with the TL, RP or MPF;
- Fill out and sign the "Scrub Replacement Form" and leave it in the NM's office;
- Take the "Scrub Card" and proceed to the Scrubex Machine to obtain a replacement scrub;
- Swipe the "Scrub Card" to activate the machine and select the appropriate size;
- Return the "Scrub Card" to the NM office;
- Return the scrub on the Scrubex Machine on the next shift worked.

To return the used scrub to the Scrubex Machine:

- Obtain the "Scrub Card" from the NM's office along with the TL, RP or MPF and security if the office is locked;
- Take the "Scrub Card" to the Scrubex Machine and select "Deposit";
- Place your scrub in the return drawer. Scrubs are scanned when returned and the credit is reapplied to the "Scrub Card";
- Return the "Scrub Card" to the NM office and sign off the return on the Scrub Replacement Form in the Scrub Binder.

Locations of Scrubex Machines can be found in the Emergency Department, the Operating Room (OR), Endoscopy and Labour & Delivery.

Signed at Toronto, Ontario, this 23 day of June, 2020.

FOR THE EMPLOYER

FOR THE ASSOCIATION

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Sheri Street, LRO ONA

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