

COLLECTIVE AGREEMENT

between

LAKE OF THE WOODS DISTRICT HOSPITAL  
(hereinafter referred to as the "Hospital")

and

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

EXPIRY: MARCH 31, 2025

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**APPENDIX 3****LAKE OF THE WOODS DISTRICT HOSPITAL**

<b>REGISTERED NURSE</b>			
	<b>Effective April 1, 2022</b>	<b>Effective April 1, 2023</b>	<b>Effective April 1, 2024</b>
Start	\$35.52	\$37.93	\$39.07
1 Year	\$35.69	\$38.88	\$40.05
2 Years	\$36.28	\$39.86	\$41.06
3 Years	\$38.07	\$41.65	\$42.90
4 Years	\$39.87	\$43.52	\$44.83
5 Years	\$42.12	\$45.70	\$47.07
6 Years	\$44.39	\$47.98	\$49.42
7 Years	\$46.65	\$50.38	\$51.89
8 Years	\$50.85	\$54.37	\$56.00
<b>INSTRUCTOR – REGISTERED NURSING ASSISTANTS' TRAINING CENTRE</b>			
Start	\$35.06	\$37.44	\$38.57
1 Year	\$35.16	\$38.30	\$39.45
2 Years	\$35.67	\$39.19	\$40.37
3 Years	\$37.45	\$40.97	\$42.20
4 Years	\$39.17	\$42.76	\$44.05
5 Years	\$41.35	\$44.86	\$46.20
6 Years	\$43.54	\$47.06	\$48.47
7 Years	\$45.75	\$49.41	\$50.89
8 Years	\$49.40	\$52.82	\$54.40
<b>NURSE PRACTITIONER/R.N.E.C.</b>			
Start	\$53.47	\$57.10	\$58.82
1 Year	\$54.04	\$58.87	\$60.64
2 Years	\$54.58	\$59.97	\$61.78
3 Years	\$55.16	\$60.35	\$62.16
4 Years	\$55.72	\$60.82	\$62.65
5 Years	\$56.28	\$61.06	\$62.89
6 Years	\$56.84	\$61.44	\$63.28
7 Years	\$57.41	\$62.00	\$63.86
8 Years	\$58.52	\$62.57	\$64.45

**APPENDIX 4**

LAKE OF THE WOODS DISTRICT HOSPITAL

SUPERIOR CONDITIONS

1. Association Security

As per Article 5.05, the Hospital will also include in this list the nurse's classification, category and address.

2. Ambulance Escort (applicable to full-time nurses only).

Actual hours spent in return travel shall be paid at time and one-half.

3. Vacations (applies only to casual nurses employed as at October 23, 1981 and not to new casual nurses hired after this date).

Casual nurses shall be entitled to receive six percent (6%) vacation pay only.

4. Educational Allowance

Where the Hospital considers that additional educational preparation is required for a job, then such preparation shall be paid for according to the following scale:

Special courses and/or Nursing Unit Administration	\$ 15.00 per month
1 Year University Diploma	\$ 40.00 per month
Bachelor of Science Degree (Nursing)	\$ 80.00 per month
Master's Degree (Nursing)	\$120.00 per month

In the calculation of a nurse's basic rate of pay, the above additional allowance shall not be taken into consideration.

5. Sick Leave Payout (shall apply to full-time nurses only).

For nurses employed full-time as of November 1, 1981 and who retire and/or terminate employment after completing five (5) years of service, a termination pay allowance equal to one-half (1/2) of the number of accumulated sick leave days up to November 1, 1981, will be paid.

## **ARTICLE A – RECOGNITION**

- A.1 By virtue of the certificate issued by the Ontario Labour Relations Board, dated April 30, 1974 and June 19, 1974 and the accompanying decisions with respect to the composition of the bargaining units, the Hospital recognizes the Association as the exclusive bargaining agent of all its registered and graduate nurses who are engaged in a nursing capacity, save and except Head Nurses (Patient Care Manager) and those above the rank of Head Nurse (Patient Care Manager).

## **ARTICLE B – MANAGEMENT RIGHTS**

- B.1 Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority of management are retained by the Hospital and remain exclusively and without limitation within the rights of management.
- B.2 Without limiting the generality of the foregoing, the Hospital's rights include:
- (a) Further the right to maintain order, discipline and efficiency and in connection herewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its nurses and the right to discipline or dismiss nurses for just cause.
  - (b) The direction of the working forces; the right to plan, direct and control the operation of the Hospital; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards and quality of care; the determination of the extent to which the Hospital will be operated and the increase or decrease in employment.
  - (c) The right to select, hire, discipline, dismiss, transfer, assign to shift, promote, demote, classify, lay-off, recall, suspend nurses and also to select nurses for positions not covered by this Agreement.
  - (d) The right to generally operate the Hospital in a manner consistent with the obligations of the Hospital to the general public of the community served.
- B.3 The Hospital agrees that in exercising its rights as enumerated above, it will not be in a manner inconsistent with the provisions of this Agreement.

## **ARTICLE C – COMMITTEES AND REPRESENTATIVES**

### **C.1 Nurse Representatives**

The Hospital acknowledges the right of the Association to appoint or otherwise select up to seven (7) Nurse Representatives.

C.2 Grievance Committee

The Association shall appoint and the Hospital shall recognize a Grievance Committee of three (3) nurses.

C.3 Negotiating Committee

The Hospital shall recognize a Negotiating Committee of not more than four (4) Association members, at least one (1) of whom shall be a full-time nurse and at least one (1) of whom shall be a part-time nurse.

C.4 Hospital-Association Committee

The Committee shall be composed of three (3) nurses to act on behalf of the Local Association and three (3) representatives of the Hospital. The Bargaining Unit President or designate will identify to the Hospital which committee members require payment under Article 6.03 (e) at each Hospital-Association meeting.

C.5 Professional Development Committee

There shall be a Professional Development Committee composed of two (2) representatives from the Association, one (1) of whom is full-time and one (1) of whom is part-time and an equal number of representatives from the Hospital. Each party may have alternates to replace a member from time to time.

C.6 ONA Nurse Representatives and ONA Committee members will be responsible for supplying their Supervisors with information as to time off, with as much notice as possible, as required by the terms of this Agreement.

**ARTICLE D – LEAVE OF ABSENCE - ASSOCIATION BUSINESS**

D.1 Upon written request, leaves of absence without pay for Association business will be granted and pursuant to the following conditions:

- (a) that the nurse must give at least fourteen (14) days clear notice in writing to the Hospital, except in extenuating circumstances;
- (b) that not more than five (5) nurses at any one time be allowed such leave, provided that this will involve not more than two (2) nurses from the same duty area of the Hospital;
- (c) that the total number of days in one (1) calendar year for such leave for all nurses does not exceed sixty (60) days.

D.2 Payment for Bargaining Unit President

It may become necessary for the Hospital Management to meet with the Bargaining Unit President to discuss matters arising out of the administration of the Collective Agreement as well as other Labour-Management issues.

Where the Hospital requests such meetings and the meetings are scheduled outside of the Bargaining Unit President's scheduled hours of work, then the Hospital will

compensate the Bargaining Unit President for time spent at such meetings. Such compensation shall be in the form of payment at the Bargaining Unit President's straight time hourly rate. Such payment, however, shall not exceed a cumulative total of ten (10) hours per month. Such hours will be invisible for purposes of determining premium payment (i.e., these hours will not be counted for purposes of determining eligibility for premium payment on other hours worked).

To qualify for such payment, the Bargaining Unit President will submit, at the end of each month, a record of times and dates of these meetings to Human Resources. Payment will be issued on the Bargaining Unit President's next payroll cheque, subject to all applicable taxes. Notwithstanding the above, the Bargaining Unit President may, at the time of submitting the monthly record, request time off in lieu of payment. Human Resources and the Bargaining Unit President's Clinical Manager will consider such request. If approved, then the Clinical Manager and the Bargaining Unit President will mutually agree on when the time will be taken.

#### **ARTICLE E – INTERVIEW OF NEW EMPLOYEES**

- E.1 A designated member of the Association will be notified and the Association will be given an opportunity to interview new employees during their orientation period. The scheduled time for the interview will be mutually agreed upon by the Association and the Hospital.

#### **ARTICLE F – POSTING OF SENIORITY LISTS**

- F.1 The Hospital will post the seniority lists on the Hospital intranet and furnish the Association with a copy during the first week in February and September.

#### **ARTICLE G – GENERAL CONDITIONS**

- G.1 Where any provision of this Agreement or any practice thereunder is at any time contrary to law, this Agreement is not to be deemed to be abrogated, but is to be deemed to be amended so as to make the provisions of this Agreement to conform to the law.
- G.2 All correspondence arising out of or incidental to this Collective Agreement shall pass between the President and Chief Executive Officer of the Hospital or his/her designate and the President of the Local Association or her or his/her designate unless otherwise specified herein or otherwise specifically requested.
- G.3 The Hospital will provide the Association with bulletin board space located in the hallway outside of the cafeteria for the posting of notices pertaining to items of interest to the bargaining unit members. Such notices shall be signed by a member of the Local Executive and the Chief Executive Officer or designate, prior to posting.
- G.4 Wherever the word "Supervisor" is used in this Agreement, it shall be considered as meaning the first supervisory level excluded from the bargaining unit.
- G.5 Pay day shall be every second Friday unless that day is a paid holiday in which case pay day will become the day prior. Pay shall be deposited by direct deposit to the

bank or credit union of the nurse's choice. Pay records shall be issued to nurses on pay day. The nurse shall keep the Hospital advised of the bank account number for direct deposit.

G.6 Where used in the Agreement, "President and Chief Executive Officer" shall mean the President and Chief Executive Officer of the Hospital or his/her designate.

G.7 The term "days", "weeks", "months" and "years" shall be interpreted to be in accordance with the calendar designation.

G.8 Notification to Unsuccessful Job-Applicants

The parties agree that the name of the successful applicant for an ONA job-posting will be posted on the Hospital's intranet site within two (2) weeks of the decision being made. Unsuccessful internal candidates who have been interviewed will be notified within two (2) weeks of the decision being made.

G.9 Retiree Benefits – Process for Payment

Any bargaining unit nurse who retires and wishes to participate in the Benefit Plan as outlined in Article 17.01 (h) of the Central Hospital Collective Agreement will provide advance payment to the Hospital in a manner prescribed by the Hospital.

**ARTICLE H – MODIFIED WORK**

H.1 (a) The Hospital will notify the Bargaining Unit President in writing of the names of all nurses who go off work due to work related injury or when a nurse makes application for L.T.D. and returns from L.T.D.

(b) The Hospital will provide to the Association, a monthly list of all nurses on modified work programs at the beginning of each month.

H.2 When it has been medically determined through a medically substantiated documentation outlining functional abilities, that a nurse is unable to return to the full duties of their position due to a disability and a modification of duties is required, the Hospital will notify and meet with the nurse and a Union Representative of the Ontario Nurses' Association to discuss the circumstances surrounding the nurse's return to suitable work. The OHS Nurse will notify the Union and the Nurse's Manager or designate within one (1) week and a meeting will be scheduled with the Nurse, Union Representative and Manager or their designate at the earliest convenience. The return to work program will not be delayed due to the inability to schedule a mutually agreeable meeting time. Upon commencement of a nurse's return to work program, the details of the program will be provided to the ONA representative and the parties will meet as soon as possible to review the modifications established.

H.3 The Hospital agrees to provide the nurse with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

H.4 The nurse agrees to provide the Hospital with a copy of the Workers' Compensation Board Form 6 at the same time that it is sent to the Board.



## **ARTICLE I – TERMINATION OF EMPLOYMENT**

- I.1 A nurse will be required to submit a written resignation at least one (1) month in advance of their terminal date except in cases of emergency or where such notice is not reasonably possible.

## **ARTICLE J – SICK LEAVE PROVISIONS**

- J.1 Nurses absent on account of incidental sickness must verbally and as soon as possible, notify the Nursing Supervisor directly as soon as possible upon awareness of illness/inability to attend their shift, if possible, before the commencement of their working hours, in order to permit the Hospital to obtain a replacement. It is understood that messaging systems are not sufficient methods of communication.

## **ARTICLE K – OVERTIME**

- K.1 A full-time or regular part-time nurse will receive premium pay as provided in Article 14.03 for all hours worked on a third and subsequent weekend, save and except where:
- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - (b) such nurse has requested weekend work; or
  - (c) such weekend is worked as the result of an exchange of shifts with another nurse.

This provision may be waived for nurses between December 15<sup>th</sup> and January 10<sup>th</sup> inclusive, if the Hospital can show that a schedule cannot be developed without exercising this waiver.

- K.2 Nurses will receive premium pay as provided in Article 14.03 for time worked on an eighth and subsequent regular tour or a fifth and subsequent extended tour.
- K.3 Overtime as provided in Article 14.09 where a full-time nurse or a part-time nurse filling a temporary full-time vacancy exceeding sixty (60) days, chooses equivalent time off, such time will be taken or paid out during the current fiscal year and the amount of overtime will not exceed sixty-seven and one half (67.5) hours at any time. Request for time off in lieu greater than a full tour may only be considered when vacation and statutory holidays have been taken.

A nurse may request to carry earned overtime into the next fiscal year only if a written request for time off is submitted and approved prior to March 31<sup>st</sup>. The time off requested must be taken prior to June 1<sup>st</sup>.

- K.4 Pursuant to Article 19.04, whenever a nurse practitioner is assigned the responsibility in a clinic to train unregulated healthcare provider staff that requires a sign off of training records, they shall be paid a premium in accordance with ONA Central Collective Agreement Article 9.08 (c) Mentorship for the entire shift.

**ARTICLE L – SCHEDULING**

- L.1 Nurses on regular tours will not be scheduled to work more than seven (7) consecutive shifts. Regular part-time and full-time nurses shall receive one (1) weekend off in three (3) weeks.
- L.2 Work schedules for regular full-time and regular part-time nurses shall be posted four (4) weeks in advance of going into effect and shall cover a minimum of four (4) week period.
- L.3 Nurses within the same classification may, subject to the Hospital's approval, trade days off or exchange shifts according to the following guidelines:
- (a) Requests for a change to the posted time schedule must be co-signed by the nurses willing to exchange the shift and then submitted in writing to the Patient Care Manager, designate or Supervisor at least four (4) days prior to the shift(s) in question. Wherever possible, nurses will endeavour to submit the request seven (7) days prior to the shift(s) in question. Should one of the nurses be unable to come to the Hospital to co-sign, she or he must speak directly with the Manager or designate to give verbal agreement to the exchange.
  - (b) Requests for changes with less than the above notice will be considered in extenuating circumstances only, provided that there has been a verbal and written request with the Patient Care Manager or designate prior to the shift(s) in question.
  - (c) An exchange of a shift is limited in that the Hospital reserves the right to limit subsequent exchanges.
  - (d) A partial shift trade is restricted to one (1) of the following:
    - (i) four (4) hour portion of the shift, or
    - (ii) six (60) hour portion of the shift.
  - (e) It is understood that any request initiated by the nurse and approved by the Hospital shall not result in premium payment.
- L.4 Where practical, not less than sixteen (16) hours time off shall be scheduled when tours of duty are changed.
- L.5 Requests for specific days off must be submitted, in writing, at least two (2) weeks in advance of the time requested.
- L.6 Where practical, a nurse who requests permanent afternoon or night tour shall be granted such request.
- L.7 The parties agree that the first tour in any day shall be the tour during which the majority of hours worked falls between 2400 and 0730 hours.

- L.8 For the purposes of Article 14.10 (shift premium), the evening shift is defined as the hours of work between 1530 and 2330 hours.
- L.9 For the purposes of Article 14.10 (shift premium), the night shift is defined as the hours of work between 2330 and 0730 hours.
- L.10 For the purposes of Article 14.15, the weekend premium is payable for all hours worked between Friday 2330 hours to Sunday 2330 hours.
- L.11 A weekend off, for nurses working seven and one-half (7 ½) hour tours, is defined as at least fifty-six (56) consecutive hours off work from the completion of the Friday tour until the beginning of the Monday tour.

L.12 Hours of Work

The normal tour hours are as follows:

- (a) For seven and one-half (7 ½) hour tours:

- 0730 – 1530;
  - 1530 – 2330; or
  - 2330 – 0730.

- (b) For extended tours (11.25 tours):

- 0730 – 1930; or
  - 1930 – 0730.

The Hospital will discuss with the Association any proposed changes to the above-mentioned normal tour hours.

L.13 Scheduling of Meal Periods and Relief Periods

Subject to Articles 13.01 and 13.02, meal and rest periods will be scheduled as follows:

Regular tours:

- D fifteen (15) minutes paid – thirty (30) minutes unpaid – fifteen (15) minutes paid.
- E thirty (30) minutes unpaid – fifteen (15) minutes paid – fifteen (15) minutes paid.
- N fifteen (15) minutes paid – thirty (30) minutes unpaid – fifteen (15) minutes paid.

Extended tours:

- D/N fifteen (15) minutes paid – thirty (30) minutes unpaid – fifteen (15) minutes paid – thirty (30) minutes (consisting of fifteen (15) minutes unpaid and fifteen (15) minutes paid).

L.14

Four (4)/Six (6) Hour Tours

- (a) Where a part-time nurse is scheduled to work a four (4) hour tour, Article L in its entirety applies except as amended by the following:
- (i) The Hospital will endeavour to keep the number of four (4) hour tours to a minimum.
  - (ii) A paid rest period of fifteen (15) minutes will be granted during each four (4) hour tour.
  - (iii) No part-time nurse will be scheduled solely on four (4) hour tours in any six (6) week schedule, except where such arrangements are requested by the nurse and/or mutually agreed between the nurse and the Hospital.
  - (iv) Nurses working four (4) hour tours shall not be scheduled to work more than seven (7) consecutive tours. Premium pay as per Article 14.03 will be paid for the eighth consecutive and subsequent tour until a day off is scheduled.
- (b) Where a part-time nurse is scheduled to work a six (6) hour tour, Article L in its entirety applies except as amended by the following:
- (i) The Hospital will endeavour to keep the number of six (6) hour tours to a minimum.
  - (ii) A paid rest period of fifteen (15) minutes and an unpaid rest period of thirty (30) minutes will be granted during each six (6) hour tour.
  - (iii) No part-time nurse will be scheduled solely on six (6) hour tours in any six (6) week schedule, except where such arrangements are requested by the nurse and/or mutually agreed between the nurse and the Hospital.
  - (iv) Nurses working six (6) hour tours shall not be scheduled to work more than seven (7) consecutive tours. Premium pay as per Article 14.03 will be paid for the eighth consecutive and subsequent tour until a day off is scheduled.

L.15

For the purposes of clarity on units where nurses are scheduled both 7.5 hour and extended tours, the following will apply:

- (a) If the majority of the nurse's regularly scheduled tours are 7.5 hour tours, then the nurse is governed by the scheduling regulations as they apply to nurses working 7.5 hour tours.
- (b) If the majority of a nurse's regularly scheduled tours are extended tours, then the nurse is governed by the scheduling regulations as they apply to nurses working extended tours.

L.16 Commitment of Regular Part-Time Nurses

A regular part-time nurse agrees to work a pre-determined schedule and his/her commitment will include:

- (a) (i) Nurse's working 7.5 hour tours must be available for a pre-scheduling of twelve (12) tours in six (6) weeks;
- (a) (ii) Nurse's working extended tours must be available for a pre-scheduling of eight (8) tours in six (6) weeks.
- (b) Being available to be scheduled to work two (2) weekends in four (4).
- (c) Being available to work twelve (12) months of the year when not on vacation or approved leave.
- (d) Being available to be scheduled for five (5) paid holidays during the year, including Christmas and New Year's.
- (e) Being available to be scheduled for tours during March school break on an alternating basis from year to year.

L.17 Distribution of Part-Time Available Tours

The Hospital will endeavour to schedule a regular part-time nurse up to his/her commitment in each six (6) week schedule.

- (a) Prior to the Posting of the Schedule
  - (i) If a regular part-time nurse is scheduled for less than their commitment, then additional tours will be first offered to them by seniority, in order for them to meet their commitment.
  - (ii) When all regular part-time nurses have been given the opportunity to work up to their commitment, the Hospital will offer additional tours to regular and casual part-time nurses on the basis of seniority subject to the following:
    - (1) Nurse's who wish to be scheduled for additional tours must indicate their availability in the manner prescribed by the Hospital. For clarity, job-sharers may only indicate their availability for any tours which their partner is not currently scheduled on their full-time rotation.
    - (2) It is understood that the Hospital will not be required to offer tours which would result in premium pay.
    - (3) When a regular part-time or casual part-time nurse accepts an additional tour, she or he must report for that tour unless arrangements satisfactory to the Hospital are made.

- (4) Nurse's who submit their availability to work additional tours will be considered, by seniority, for any available tours in the units where they are qualified.
- (5) Nurse's who have not submitted their availability to work additional tours beyond their commitment, need not be scheduled in order of seniority for available tours.

(b) After Posting of the Schedule

- (i) If a regular part-time nurse is scheduled for less than their commitment, then additional tours will be first offered to them by seniority in order for them to meet their commitment.
- (ii) When all regular part-time nurses have been given the opportunity to work up to their commitment, the Hospital will offer additional tours to regular and casual part-time nurses on the basis of seniority, subject to the following:
  - (1) It is understood that the Hospital will not be required to offer tours which would result in premium pay.
  - (2) When a regular part-time or a casual part-time nurse accepts an additional tour, she or he must report for that tour unless arrangements satisfactory to the Hospital are made.
  - (3) If no part-time nurse is available at straight or premium pay, then the tour may be offered to a full-time nurse by order of seniority.
  - (4) For clarity, it is understood that job-sharers may only make themselves available for additional tours when neither job-share partner is scheduled on their full-time rotation or when staffing needs continue to exist after the conditions of Article L.17 (a) (ii) and L.17 (b) (ii) have been satisfied.

L.18

A request list for scheduled time off at Christmas/New Year's will be posted on each unit by October 1<sup>st</sup>. Nurses must indicate their preference for days off at either Christmas or New Year's by October 15<sup>th</sup>. Any requests for time off submitted after October 15<sup>th</sup> for the Christmas/New Year period, will only be considered in extenuating circumstances. The Hospital will post the schedule referred to above on each unit by November 15<sup>th</sup>. The Hospital will endeavour to accommodate such requests, but where there is a conflict, the nurse who received Christmas off last year will receive New Year's off this year and/or the nurse who received New Year's off last year will receive Christmas off this year. If both nurses received the same time off last year, then seniority shall prevail. For the purposes of this Article, seniority shall mean combined seniority of full-time and part-time nurses.

The Hospital will endeavour to schedule at least five (5) consecutive days off at either Christmas or New Year's except in areas where nurses work Monday to Friday. Time off at Christmas will include Christmas Eve, Christmas Day and Boxing Day unless a nurse requests otherwise. Time off at New Year's will include New Year's Eve, New Year's Day and January 2<sup>nd</sup> unless the nurse requests otherwise.

Time off shall include the day, evening and night shifts.

L.19 Where a full-time nurse rotates on at least two (2) of the three (3) tours of duty, the Hospital will endeavour to schedule at least fifty percent (50%) of his/her tours, in accordance with the unit's schedule, on the day tour.

L.20 Any call-in or extra shifts will be offered to available part-time nurses according to seniority, subject to R.6, provided the nurse is qualified to do the work available. If no part-time nurse is available, then the shift may be offered to a full-time nurse.

A part-time nurse is considered to be available if she or he is not already scheduled to work that day and has indicated to the Hospital in writing that she or he wishes to be considered for such additional shifts.

It is further agreed that the Hospital will not be obligated to first offer a shift to a more senior nurse if that offer would result in payment of a premium.

**ARTICLE M – PAID HOLIDAYS**

M.1 For the purposes of this Agreement, the following shall be recognized as paid holidays each year:

New Year's Day (January 1 <sup>st</sup> )	Civic Holiday
Family Day (3 <sup>rd</sup> Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day (November 11 <sup>th</sup> )
2 <sup>nd</sup> Monday in June	Christmas Day (December 25 <sup>th</sup> )
Canada Day (July 1 <sup>st</sup> )	Boxing Day (December 26 <sup>th</sup> )

M.2 If a holiday listed above is proclaimed on a day other than the traditional calendar day, the proclaimed day will be recognized as the holiday.

M.3 Lieu days as provided in Article 15.04 and 15.05 shall be taken at a mutually agreeable time within one hundred and twenty (120) days after the day on which the actual paid holiday falls. The Christmas, Boxing and New Year's lieu day may be taken within two (2) weeks prior to the date earned. The nurse will reimburse the Hospital for any used but unearned lieu day.

M.4 For the above holidays, the twenty-four (24) hour period of the holiday will be from 2330 hours the evening before the holiday until 2330 hours the evening of the holiday.

**ARTICLE N – VACATIONS**

N.1 A vacation request notice shall be posted on each department bulletin board by February 15<sup>th</sup> of each year. Requests for vacation time off for June 1<sup>st</sup> to Labour Day shall be submitted by March 15<sup>th</sup>. The Hospital shall endeavour to post a working schedule indicating shifts requiring coverage as a result of such requests on each ward for pre-viewing April 15<sup>th</sup> to May 1<sup>st</sup>. The final vacation schedule shall be posted by May 15<sup>th</sup>.

Vacation quotas shall not be unreasonably restrictive. However, the Hospital will endeavour to accommodate the wishes of nurses with respect to the choice of vacation dates, subject to the needs of the Hospital. Each nurse within the bargaining unit shall be allowed at least two (2) weeks' vacation (consecutive, if desired) during the period from June 1<sup>st</sup> to Labour Day, if the request is submitted by March 15<sup>th</sup>. Subject to coverage ability, an additional request for one (1) week of vacation, may be granted in accordance with seniority. Any vacation requests submitted after March 15<sup>th</sup> for the above time period will only be considered in extenuating circumstances.

Once a nurse has indicated a preferred vacation period, the nurse may not exercise seniority rights to change this stated period.

Subject to Article 16.05, if a vacation request has been granted and coverage has been arranged, a nurse may not cancel their vacation.

Requests for vacation at other times of the year will be made, in writing, at least two (2) weeks prior to the requested vacation period. Wherever possible, nurses will endeavour to make written requests three (3) weeks prior to the vacation period. The Hospital will endeavour to cover this vacation absence as soon as possible, having regard for the efficient operation of the Hospital. The nurse must make it known in writing if a request requires an immediate response due to special circumstances (i.e., travel arrangements) and the time period in which the response is required. The Hospital will respond in writing to these special circumstances within the time period specified.

N.2 The vacation year shall extend from January 1<sup>st</sup> to December 31<sup>st</sup>.

N.3 A regular part-time nurse will be entitled to vacation time on a pro-rata basis of the full-time nurse.

N.4 A part-time nurse who is entitled to three (3) weeks vacation shall not be scheduled to work for three (3) calendar weeks and similarly, for four (4) weeks vacation, she or he shall not be scheduled to work for four (4) calendar weeks and similarly, for five (5) weeks vacation, she or he shall not be scheduled to work for five (5) calendar weeks. Such vacation time shall consist of any seven (7) consecutive day period(s). In every case, the provisions of Article N.1 will apply.

N.5 A nurse will be permitted to hold over from one (1) year, one (1) week (thirty-seven and a half (37.5) hours) of unused vacation entitlement to be taken within the first three (3) months of the New Year.



**ARTICLE O – PRE-PAID LEAVE**

O.1 Two (2) full-time and two (2) part-time nurses may be absent at any one time as provided in Article 11.11 (c) but no more than one (1) full-time nurse and one (1) part-time nurse from the same duty area of the Hospital.

**ARTICLE P – EXTENDED TOURS**

P.1 (a) Introduction

Extended tours shall be introduced into any unit when:

- (i) seventy percent (70%) of the nurses in the unit so indicate by secret ballot; and
- (ii) the Hospital agrees to implement extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (iii) there is sufficient and suitable staffing complement (the complement shall be neither unreasonable nor arbitrary) available to enable the extended tour program and the resultant work schedules to function.

(b) Trial Period

The parties agree that a trial period for introduction of extended tours on a unit will be no more than twenty-four (24) weeks. During or before the end of the trial period, the schedule and the system will be evaluated separately by both the nurses and Nursing Administration. Extended tours will be continued when seventy percent (70%) of the nurses affected indicate agreement by secret ballot cast at the end of the trial period and upon agreement by the Hospital and such agreement shall not be withheld in an arbitrary or unreasonable manner.

P.2 Participation

All full-time and part-time nurses working in a unit with extended tours will, as a condition of employment, be required to work extended tours on a rotating basis in accordance with the unit's posted schedule.

P.3 Scheduling

(a) Nurses on extended tours will not be scheduled to work more than four (4) consecutive shifts. Regular part-time and full-time nurses shall receive every second weekend off or two (2) weekends off in four (4), if the nurses on the unit and the Hospital agree to this scheduling.

This provision may be waived for nurses between December 15<sup>th</sup> and January 10<sup>th</sup> inclusive, if the Hospital can show that a schedule cannot be developed without exercising the waiver.

(b) Where practical, not less than twenty-four (24) hours time off shall be scheduled when tours of duty are changed.

(c) Articles K.1, K.2, K.3, L.2, L.3, L.5, L.6, L.7, L.8, L.9, L.10, L.12, L.13, L.15, L.16, L.17, L.18, L.19 and L.20 will also apply to nurses working extended tours.

(d) Definition of a Weekend Off

A weekend off is defined as at least sixty (60) consecutive hours off work from the completion of the Friday tour until the beginning of the Monday tour.

P.4 Shift Alterations

To deal with unusual circumstances which result in a disruption of normal scheduling such as the Christmas/New Year's period, the Hospital shall have the right to convert to 7.5 hour days for a maximum four (4) week period. Nurses on a unit may also request such. Such a request will not be unreasonably denied if the nurses submit a mutually agreeable schedule which does not violate any Collective Agreement provisions.

P.5 Discontinuation

Extended tours may be discontinued in any unit when:

- (a) fifty percent (50%) of the nurses in the unit so indicate by secret ballot; or
- (b) the Hospital states its intention to discontinue extended tours in the schedule because of
  - (i) adverse effects on patient care,
  - (ii) inability to provide a workable staffing schedule,
  - (iii) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.

P.6 When notice of discontinuation is given by either party in accordance with paragraph P.5 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 extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

**ARTICLE Q – VIOLENCE IN THE WORKPLACE**

Q.1 The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of nurses will be condoned in the workplace. Any nurse who believes the situation to be abusive shall complete an incident report and notify their immediate Supervisor who will make every reasonable effort to rectify the abusive situation.

- Q.2 The parties agree that if incidents involving aggressive action occur, such action will be recorded and reviewed at the Joint Occupational Health and Safety Committee. Reasonable steps within the control of the Hospital will follow to address the legitimate health and safety concerns of nurses presented in that forum.
- The parties further agree that suitable subjects for discussion at the Hospital-Association Committee will include aggressive incidents.
- Q.3 The Hospital, with the nurse's consent, will inform the Association within seven (7) days of any nurse who has been assaulted while performing their work. Such information shall be provided in writing to the Association as soon as possible.
- Q.4 The Hospital will pay for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing their work. Such payment will not result in double payment under existing benefit plans. The nurse will endeavour to present notice of their claim to the Hospital within seven (7) days after the event.
- Q.5 The Hospital agrees to provide training and information on the prevention of violence to all nurses. This training will be provided to new nurses during their orientation.

#### **ARTICLE R – JOB-SHARING**

The parties mutually agree to implement job-sharing. It is agreed that a full-time job will be shared by two (2) nurses on the following basis:

- R.1 Job-sharing requests with regard to full-time positions shall be considered on an individual basis and the Hospital shall reserve the right to determine the appropriate number and location of each shared position.
- R.2 Total hours worked by the job-sharers shall equal one (1) full-time position. The schedule of this position will be mutually agreed between the Hospital and the two (2) nurses.
- R.3 The above schedule shall conform with the full-time scheduling provisions of the Collective Agreement.
- R.4 Each job-sharer may exchange shifts with their partner, as well as with other nurses as provided by the Collective Agreement.
- R.5 Job-sharers shall only be required to work the proportionate number of paid holidays that a full-time nurse would be required to work.
- R.6 It is expected that both job-sharers will be prepared to cover each other's incidental absences including vacations. If, because of unavoidable circumstances, one cannot cover the absence of the other, the Unit Manager or designate must be notified to book coverage.

In the event that one (1) member of the job-sharing arrangement goes on extended absence, the other job-sharer will be prepared to cover the absent partner's shifts. However, for an absence in excess of one (1) month or where the covering nurse experiences circumstances which prevent her or him covering the extended

absence, the coverage will be provided by the Hospital. This will not prevent the Hospital asking the covering nurse to work some of the available shifts.

For clarity, it is understood that job-sharers may only make themselves available for additional tours when neither job-share partner is scheduled on their full-time rotation or when staffing needs continue to exist after the conditions of Article L.17 (a) (ii) and L.17 (b) (ii) have been satisfied.

R.7 All other provisions covering job-sharing are contained in the Central Agreement.

R.8 Implementation

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

R.9 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.

R.10 If one of the job-sharers leaves the arrangement, his/her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position and the remaining job-sharer will be required to work the full-time position.

R.11 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 S – SHIFT CANCELLATION**

S.1 In the event of shift cancellation such cancellation shall be in the following order on the unit:

- (a) Volunteer
- (b) Agency Staff
- (c) Nurses on overtime by reverse order of seniority
- (d) Casual nurses by reverse order of seniority
  
- (e) Regular part-time nurses (including Job Sharers) by reverse order of seniority

## LETTER OF UNDERSTANDING

### **RE: STANDBY SCHEDULING – SEXUAL ASSAULT/PARTNER ABUSE PROGRAM**

The Hospital will endeavour to schedule Sexual Assault/Partner Abuse Program standby according to the following guidelines:

1. A schedule will cover four (4) weeks.
2. Shifts are distributed equitably.
3. Where practical, a weekend includes Friday, Saturday and Sunday.
4. Where practical, no more than four (4) days in a row will be scheduled.
5. Standby scheduling guidelines may be altered to accommodate requests for vacation and incidental absences.
6. Scheduling guidelines may be altered to accommodate the Christmas/New Year's period standby schedule.
7. Mutual exchanges by staff and coverage for incidental absences will be done using the Hospital service list.

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.

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## LETTER OF UNDERSTANDING

### **RE: STANDBY SCHEDULING – OPERATING ROOM**

The Hospital will endeavour to schedule Operating Room standby according to the following guidelines:

1. Scheduled standby assignments will be distributed equitably amongst qualified nurses. The Hospital will endeavour to not schedule more than fifteen (15) standby shifts in a six (6) week period.
2. Where practical, scheduling of weekends may include Friday evening, Saturday and Sunday. It will also include Monday or Friday where statutory holidays fall on those days. Where the statutory holiday falls on the Saturday or Sunday, the designated lieu day will be included in the weekend call schedule. This may be modified as a result of discussions under item #10.
3. No more than two (2) weekends will be scheduled in a six (6) week period unless mutually agreed between the Hospital and the nurse.
4. Where possible, weekday standby shifts will be scheduled in two (2) or three (3) day blocks. The Hospital will endeavour to schedule nurse's standby after they have worked a day shift.

5. A preliminary standby schedule will be posted one (1) week before the final posting of schedules. Changes to this preliminary schedule will be allowed up to twenty-four (24) hours before the final schedule is posted.
6. Distribution of statutory holiday standby shifts will be shared equally among qualified nurses.
7. Once the final schedule is posted, it is understood that any request for change of schedule initiated by the nurse and approved by the Hospital shall not result in doubled premium payment when a call-back overlaps during the exchange.
8. Extra standby shifts will be offered to qualified nurses in order of seniority.
9. These scheduling guidelines may be altered to accommodate the Christmas/New Year's period and to accommodate requests for vacation and coverage for incidental absences. Management will discuss with staff on a yearly basis.
10. The Hospital and nurses from the O.R., will meet no later than May 1<sup>st</sup> to develop a fair and equitable call schedule for the summer months of June, July and August. The same will apply for the Christmas/New Year's call schedule, meeting within ten (10) working days after October 15<sup>th</sup>.
11. Where a nurse is required to work past the eight (8) hours preceding the beginning of their next regularly scheduled shift (currently 23:00 hours for a 07:00 – 15:00 shift) the nurse will receive either:
  - (a) Eight (8) hours of rest period after the departure time for their call-in. Where such time off extends into the nurses next regular shift, the nurse will maintain regular earnings, seniority and service for the full shift. If time is remaining after the eight (8) hour rest period, the nurse will return to complete their regularly scheduled shift; or
  - (b) Premium pay for all hours worked, if required to work their next regularly scheduled shift.

If a nurse is called in from standby within the four (4) hour period preceding the beginning of their regularly scheduled shift, the nurse will receive call-back pay until the commencement of their regularly scheduled shift.

The determination of 11 (a) or 11 (b) will be made by the Nursing Supervisor following consultation with the nurse, and with the support of the Team Lead and/or Manager taking into account the client workload and availability of staff for the next shift.

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

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**LETTER OF UNDERSTANDING**

**RE: VARIABLE HOUR TOURS**

1.
  - (a) When the Hospital and the Association agree, that due to patient care requirements, it may be necessary for nurses to be scheduled any combination of regular 7.5 hour, 9.375 hour and/or extended 11.25 hour tours, schedules will be developed to meet the needs of patients. Where possible, the nurse's preferences for a particular shift will be accommodated. Nurses will then choose one (1) of the schedules. The schedule the nurses have chosen will not be changed unless the majority of the nurses on the unit agree.
  - (b) These combinations of tours may be introduced when seventy percent (70%) of the nurses on the particular unit, have indicated by secret ballot, that they wish to work a combination of regular 7.5 hour, 9.375 hour and/or extended 11.25 hour tours.
2. For the purposes of clarity, on such a unit where nurses are scheduled any combination of regular 7.5 hour, 9.375 hour and/or extended 11.25 hour tours, the following will apply:
  - (a) if the majority of a nurse's regularly scheduled tours are 7.5 hour tours, then the nurse is governed by the scheduling regulations as they apply to nurses working 7.5 hour tours;
  - (b) if the majority of a nurse's regularly scheduled tours are 9.375 hour or extended 11.25 hour tours, then the nurse is governed by the scheduling regulations as they apply to nurses working 9.375 hour or extended 11.25 hour tours.
3. The parties agree that all the provisions of the Collective Agreement including Articles P.3, P.4, P.5 and P.6 of extended tours also apply to nurses working 9.375 hour tours.
4. It is understood that any full-time nurses, working a combination of these schedules, will be scheduled to work 1950 hours in a year.
5. Hours of Work for 9.375 Hour Tours
  - (a) For nurses working 9.375 hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37 1/2) minutes unpaid mealtime.
  - (b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37 1/2) minutes.
  - (c) For part-time nurses, the 9.375 hour tour may be extended to 11.25 hours paid with the agreement of the part-time nurse. Premium payment will be paid as per Article 14.01 (b).
6. In the event that other tours are developed that are not specified in this Collective Agreement, the meal/relief periods will be determined on a pro-rated basis.

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**LETTER OF UNDERSTANDING**

**RE: REGULAR PART-TIME BANKING OF OVERTIME**

Overtime, as provided in Article 14.09, where a regular part-time nurse who has not filled a temporary full-time vacancy exceeding sixty (60) days under Article K.3 of the Local Appendix, chooses equivalent time off, such time will be taken or paid out during the current fiscal year.

The regular part-time nurse can choose the option of equivalent time off only:

1. If the overtime is earned and taken in their home base unit; and
2. Provided that the nurse does not need to be replaced for the time period requested.

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**LETTER OF UNDERSTANDING**

**RE: ARTICLE 10.08 (a) – SINGLE SHIFT RE-ASSIGNMENT**

In accordance with Article 10.08 (a), the parties agree to implement the following principles for single shift re-assignment. The re-assignment will be from the nurse's home unit to any other unit as required by the Hospital for the period of time up to and including a single shift.

1. Re-assignment will occur bearing in mind the following principles:
  - (a) patient care requirements are the first priority;
  - (b) the parties agree that in the event a nurse is required to float from his/her/their unit to another unit, the following order will apply:
    - (i) Volunteers
    - (ii) Qualified Agency Nurses
    - (iii) NRT nurses, Float Nurses, or Nurse with no patient assignment
    - (iv) Staff nurses, based on qualifications selected in reverse order of seniority on an equitable basis
  - (c) re-assigned nurses expected to carry a patient assignment will have received orientation to the unit of re-assignment. It is understood that reassignment to another unit to assist with workload does not require orientation, it is the expectation that the RN is working within the scope of their knowledge, skills and capabilities;



- (d) the Team Leader will be considered to take a patient assignment when re-assigning a nurse from an alternate unit is not feasible.
  - (e) the Hospital will make every reasonable effort to ensure nurses are not required to float more than twice (2x) during a single shift from their unit with the exception of extenuating circumstances.
  - (f) Newly graduated Nurses with less than three (3) month (exclusive of orientation) will not be required to float to other units.
2. An experienced nurse will familiarize the re-assigned nurse to the general functioning of the unit, if necessary.
  3. The design to reassign a nurse rests with the clinical manager or her/his/their delegate.
  4. The re-assigned nurse will identify to the Charge Nurse or Team Leader his/her/their skills, abilities and limitations in relation to the duties on the receiving unit. These skills, abilities and limitations will be taken into consideration in making work assignments.
  5. Failing agreement of the parties on renewal or amendments to this Letter of Understanding, the parties agree that they will abide by the process in the Collective Agreement.

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## **LETTER OF UNDERSTANDING**

### **RE: EARLY AND SAFE RETURN TO WORK PROGRAM**

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 for them and valuable to the Hospital and to meeting the parties' responsibilities under the law.

The Hospital and the Association agree to co-operate in facilitating the following process for Early and Safe Return to Work:

#### **Process**

1. A disabled nurse who is ready to return to work will provide the Occupational Health Service with medical verification of their ability to return to work including information regarding any restrictions.
2. When a returning nurse is in need of a permanent accommodation, the Hospital will notify the Union Representative and will provide to them the information obtained under (1) above.
3. As soon as practicable, the Hospital, the Union Representative and the Occupational Health Nurse will meet with the affected nurse and the Manager to create and recommend a return to work plan.

4. In creating a return to work plan, the individuals identified above will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to their:
  - (a) original position;
  - (b) original unit;
  - (c) original unit/position with modifications to the work area and/or equipment and/or the work arrangement;
  - (d) alternate positions outside the original unit.
5. In creating a return to work plan, consideration will be given to the nurse's abilities and accommodation needs. If she or he is unable to return to work in accordance with (4) above, other positions in the Hospital in which the nurse may be accommodated will be identified.
6. 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 (4) above.
7. The parties recognize that more than one (1) nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases, the parties agree that in complying with (4), (5) and (6) above, they must balance additional factors including, in no particular order:
  - (a) skills, ability and experience;
  - (b) ability to acquire skills;
  - (c) path of least disruption in the workplace;
  - (d) seniority.
8. When more than one (1) nurse is deemed to be suitable for a particular position or arrangement and the factors set-out in (4), (5), (6) and (7) are relatively equal, seniority shall govern.

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**LETTER OF UNDERSTANDING**

**RE: DISTRIBUTION OF AVAILBALE TOURS**

The parties agree to a six (6) month trial period for the following distribution of available tours commencing following the ratification of the Collective Agreement:

The parties recognize the need to appropriately staff the Hospital, and offer available tours in an equitable manner. As such, the Parties agree any available shifts prior to the posting of the schedule, and any available shifts after the posting of the schedule to filled/offered by seniority as follows:

- Regular part-time staff and casual staff working interim rotations greater than 60 days up to full-time hours at straight time.

- Casual staff up to full-time hours at straight time.
- Full-time staff at premium pay.
- Part-time staff and casual staff working interim rotations greater than 60 days at premium pay.
- Casual staff at premium pay.

It is understood that a Nurse accepting a tour of less than a full 11.25 hours at premium will not result in additional premiums for subsequently regularly scheduled weekend tours worked.

Either party may terminate this arrangement with four (4) weeks' written notice. It is understood that through mutual agreement, this trial period may be extended for a mutually agreed upon length of time.

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**LETTER OF UNDERSTANDING**

**RE: MONDAY TO FRIDAY SCHEDULE – FLEX TIME SCHEDULE**

The Hospital and Association are committed to meet within the term of the Collective Agreement in order to discuss timelines for the development of a Flex Time Schedule for specific nursing roles where the schedule is Monday to Friday.

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**LETTER OF UNDERSTANDING**

**RE: AD HOC INNOVATIVE SCHEDULING COMMITTEE**

There shall be An Innovative Scheduling Committee comprised of three (3) Union members and three (3) Employer representatives. Employees who are members of this Committee will be paid at his/her/their regular straight lime hourly rate for all time in attendance at these committee meetings.

Meetings will be scheduled on an ad hoc basis on mutually agreed upon dates and times and will be scheduled to follow the Hospital Association Committee meetings.

Purpose of the Committee:

- (a) To review all requests for innovative schedules on any unit in accordance with Article 13.03.
- (b) To improve the job satisfaction of full-time and regular part-time employees by assisting units in developing, reviewing or revising innovative work schedules and to make recommendation(s) for change.

**LETTER OF UNDERSTANDING**

**RE: NURSE PRACTITIONER SCHEDULE/WORKLOAD**

The Parties shall meet during the term of the Collective Agreement to capture the hours of work, scheduling, flex time, urgent calls, and any other issues related to Nurse Practitioner(s).

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**LETTER OF UNDERSTANDING**

**RE: MONDAY TO FRIDAY SCHEDULE – FLEX TIME SCHEDULE**

The Hospital and Association are committed to meet within the term of the Collective Agreement in order to discuss timelines for the development of a Flex Time Schedule for specific nursing roles where the schedule is Monday to Friday.

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DATED at Kenora, Ontario, this 24<sup>th</sup> day of October, 2023.

**FOR THE HOSPITAL**

\_"Danielle Hawes"\_\_\_\_\_

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**FOR THE ASSOCIATION**

\_"Kathryn Vanwalleghem"\_\_\_\_\_

\_"Gurpinder Pal Singh"\_\_\_\_\_

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